

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

---

Regular Meeting -- Wednesday, June 12, 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, June 12, 2024

**TABLE OF CONTENTS**

	Page
Public Comment .....	12680
Communications From City Officers.....	12681
Reports Of Committees .....	12708
Committee on Finance.....	12708
Committee on the Budget and Government Operations .....	13115
Committee on Economic, Capital and Technology Development.....	13131
Committee on Environmental Protection and Energy .....	13191
Committee on Ethics and Government Oversight.....	13193
Committee on Housing and Real Estate.....	13197
Committee on License and Consumer Protection .....	13324
Committee on Pedestrian and Traffic Safety .....	13334
Committee on Police and Fire .....	13361
Committee on Transportation and Public Way.....	13364
Committee on Workforce Development.....	13406
Committee on Zoning, Landmarks and Building Standards .....	13412
Agreed Calendar.....	13532

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*  
Regular Meeting -- Wednesday, June 12, 2024

	Page
New Business Presented By Alderpersons .....	13640
Traffic Regulations, Traffic Signs, Etc. ....	13640
Zoning Ordinance Amendments .....	13651
Unclassified Matters .....	13655
Approval Of The Journal .....	13671
Unfinished Business .....	13671
Miscellaneous Business .....	13679

**Attendance At Meeting.**

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

*Absent* -- Alderpersons Taylor, Silverstein.

---

**Call To Order.**

On Wednesday, June 12, 2024 at 10:13 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, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, O'Shea, Mosley, Sigcho-Lopez, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Waguespack, Conway, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 38.

Quorum present.

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

Thereupon, the members physically present in the Chamber accepted by unanimous viva voce vote the request by Alderpersons Yancy, Rodríguez, Tabares, Rodríguez-Sánchez, Ramirez-Rosa and Villegas to attend the meeting remotely pursuant to Rule 59 of the City Council's Rules of order and procedure, resulting in a quorum of 44 persons.

**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.**

Dr. Damien M. Epps, Senior Pastor of Mount Calvary Baptist Church of Chicago, 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:

John Jansen

Matt Moore

Billy Rivi

Dan Schaefer

Dod McColgan

Kobi Guillory

Benita Ulisano

Mia Combs

Maurice Wilbon

Benjamin Popovici

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

Noel Kegel

Allen Needle

John Paul Jones

Matt Moore

---

**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

---

*Rules Suspended* -- TRIBUTE TO LATE MARIAN ROBINSON.

[R2024-0010129]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Robinson, Rodríguez-Sánchez, Lopez, Hadden, Ervin, Mosley, Lee, Rodríguez, Lawson, Dowell, Gardiner, Gutiérrez, Vasquez, Cruz, Martin, Manaa-Hoppenworth, Fuentes, Hopkins, O'Shea, Ramirez, Yancy, Conway, Chico and City Clerk Valencia, a resolution honoring the life of Marian Robinson.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

Aldersperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, It is with a heavy heart and great sadness that we express our condolences at the passing of Marian Robinson; and

WHEREAS, Marian Lois Shields was born in Chicago on July 29, 1937 to parents Rebecca Jumper and Purnell Nathaniel Shields; and

WHEREAS, Marian, the fourth of seven siblings here in Chicago, attended two years of teaching college before beginning her career as a secretary at the mail-order retailer Spiegel, a bank, and at The University of Chicago; and

WHEREAS, Marian married fellow Chicagoan Fraser Robinson III on October 27, 1960; and

WHEREAS, After the birth of two children, Craig and Michelle, Marian became a stay-at-home mother, stressed the importance of education to her children, and advocated for them strongly; and

WHEREAS, A Southsider through and through, Marian raised her kids in the South Shore neighborhood and stayed there until she moved to Washington, D.C. to help be a caretaker for her granddaughters; and

WHEREAS, In 2009, Marian's son-in-law, Barack Obama, was elected the 44<sup>th</sup> President of the United States.

WHEREAS, Eight years later, after Barack Obama left office, Marian returned to Chicago where she lived out her remaining years; and

WHEREAS, Michelle Obama has credited her, and her choices to send her kids to the Chicago Public Schools and Chicago Public Libraries, with much of the success and stability in her life; and

WHEREAS, That South Shore home where Marian raised her children has become somewhat of a monument in the South Side of Chicago -- a memorial to the legacy of her daughter, her son-in-law, and their beginnings; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 12<sup>th</sup> day of June 2024, do hereby express our sorrow with the passing of Marian Robinson and extend our sincere condolences to her family and the countless lives she impacted through her children and as a stalwart member of the South Shore community, and honor her life and legacy as a great Chicagoan; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Marian Robinson as a symbol of our honor and respect.

On motion of Alderperson Mitchell, seconded by Alderpersons Harris, Robinson and Ervin, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in honoring the life and legacy of the late Marian Robinson. Born and raised on Chicago's South Side in the South Shore community, Mrs. Robinson raised her two children, Craig Robinson and former First Lady Michelle Obama, in this proud Chicago community where she stressed the importance of education and advocated for the Chicago Public Schools and the Chicago Public Library, the Mayor stated. This focus on the importance of education truly made a difference in the lives of her children who have made their mark in history, the Mayor continued, and who credit their success and stability in part to the Chicago Public Schools. A loving and nurturing grandmother, Mrs. Robinson moved to Washington DC as a caretaker for her granddaughters during Michelle and President Obama's time in the White House, the Mayor noted, and eventually moved back to Chicago where she remained a staple of the South Shore community. Mrs. Robinson's dedication to her family and their success has impacted countless lives and inspired many, Mayor Johnson stated and offered the reassurance that while we mourn this incredible loss, we must also take comfort in Mrs. Robinson's enduring legacy and indelible contributions that will stay with us for generations to come.

Mayor Johnson asked the members of the City Council and assembled guests to rise and observe a moment of silence.

Mayor Johnson then strode to the Commissioners' gallery where he presented a parchment copy of the memorial resolution to the family of the late Marian Robinson.

---

*Rules Suspended* -- DECLARATION OF JUNE 12, 2024 AS WOMEN'S VETERANS DAY IN CHICAGO.

[R2024-0010128]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Villegas, Conway, Taliaferro, Rodríguez-Sánchez, Lopez, Hadden, Ervin, Mosley, Lee, Robinson,

Sposato, Rodríguez, Lawson, Dowell, Gardiner, Gutiérrez, Vasquez, Cruz, Martin, Manaa-Hoppenworth, Fuentes, Hopkins, O'Shea, Ramirez, Yancy, Chico and City Clerk Valencia, a resolution declaring June 12, 2024 as Women's Veterans Day in the City of Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

Aldersperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, June 12, 1948 marks the historic day when women were officially recognized as regular members of the United States military with the signing of the Women's Armed Services Integration Act; and

WHEREAS, Women have served and continue to serve with distinction in all branches of the United States Armed Forces, demonstrating exceptional courage, dedication, and professionalism; and

WHEREAS, Women veterans have played critical roles in the defense and security of our nation, from serving in combat zones to fulfilling vital support and leadership positions; and

WHEREAS, Women veterans have made significant contributions during and after their military service, enriching our communities with their skills, leadership and civic engagement; and

WHEREAS, Women veterans face unique challenges, including access to healthcare, mental health services and the transition to civilian life; and

WHEREAS, Illinois is home to thousands of women veterans whose sacrifices and valor are a source of pride and inspiration for all citizens; and

WHEREAS, It is fitting to set aside a day to honor and recognize the invaluable contributions of women veterans to our state and nation; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, declare June 12, 2024 as Women's Veterans Day in the City of Chicago, to commemorate the day women were officially added as regular members of the United States military, to recognize the critical role of women in the military forces, and to commemorate the sacrifices and valor displayed by Illinois women veterans; and

*Be It Further Resolved*, That residents of Chicago are encouraged to participate in activities and events that honor the service and sacrifices of women veterans on this day and throughout the year; and

*Be It Further Resolved*, That we pledge to support and advocate for the needs of women veterans, in order that they receive the recognition, healthcare, and opportunities they have rightfully earned; and

*Be It Further Resolved*, That we pay tribute and express our gratitude to women veterans who have contributed so much to the defense of our nation.

On motion of Alderperson Mitchell, seconded by Alderpersons Conway, Hopkins, Taliaferro, Harris, Lee, Hadden, Lopez, Sposato and Villegas, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating Women's Veterans Day and the historic importance of June 12, 1948 when women were officially recognized as regular members of the United States military. Illinois is home to thousands of women veterans and today we set aside a day to honor and recognize the much-overlooked contributions of women veterans, the Mayor stated and observed that they, like generations of veterans before them, demonstrated exceptional bravery and love not only for their communities but for this country and those who are seeking peace and liberation around the globe. Leaving their homes and families to go abroad and face unimaginable danger, women of the United States Armed forces make these sacrifices to defend our way of life, the Mayor stated, and play crucial roles not only in our communities, but in life. Despite their significant contributions during and after their military service, many women veterans struggle in their transition back to civilian life, the Mayor continued, and frequently face roadblocks to employment or basic services, including physical and mental health care. As Chicagoans, together we must take action to remove these roadblocks and help ensure that our city is a welcoming, inclusive place for all veterans, the Mayor concluded and encouraged residents to honor the service and sacrifices of women veterans not only on this day but throughout the year, paying tribute to their contributions to our city and nation and to remain mindful of the importance of lending our support to and advocacy for the needs of women veterans so they receive the "recognition and care they have rightfully earned".

*Rules Suspended* -- DESIGNATION OF JUNE 2024 AS PRIDE MONTH.  
[R2024-0010127]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Mosley, Lopez, Lee, Robinson, Rodríguez, Lawson, Dowell, Gardiner, Hadden, Ervin, Gutiérrez, Vasquez, Cruz, Martin, Manaa-Hoppenworth, Fuentes, Hopkins, Rodríguez-Sánchez, O'Shea, Ramirez, Yancy, Conway, Chico and City Clerk Valencia, a resolution honoring Pride Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

Aldersperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, June has been nationally recognized as LGBTQ+ Pride Month, celebrating the roots of the gay rights movement forward to today's celebration of the LGBTQ+ community's contributions to society, history, and culture; and

WHEREAS, Pride Month has been celebrated in the City of Chicago for decades, with events dating back to 1970; and

WHEREAS, The first Pride Parade in Chicago took place in 1970, coinciding with gay pride marches and parades in New York City, Los Angeles, and San Francisco, commemorating the first anniversary of the Stonewall Riots in New York City, which had propelled the movement into mainstream national awareness; and

WHEREAS, In its 1970 commemoration, activists in Chicago marked the anniversary of the Stonewall Riots by holding a week-long celebration which culminated in a march from Washington Square Park to the Water Tower on Michigan Avenue; and

WHEREAS, Since then, Pride Month has become an annual tradition, typically held in June to coincide with similar celebrations worldwide; and

WHEREAS, The City of Chicago recognizes the invaluable contributions of LGBTQ+ individuals to the culture, economic and social fabric of our city; and

WHEREAS, The City of Chicago wishes to affirm our commitment to fostering an inclusive and equitable environment where all residents can live authentically and without fear of discrimination; and

WHEREAS, Pride Month provides an opportunity to celebrate the progress made towards LGBTQ+ equality and to reaffirm our dedication to continuing the fight for justice and acceptance for all; and

WHEREAS, The City of Chicago proudly stands with the LGBTQ+ community in advocating for the rights and dignity of all individuals, regardless of sexual orientation or gender identity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 12<sup>th</sup> day of June 2024, do hereby designate June 2024 as Pride Month, commit to supporting and participating in events and initiatives that promote LGBTQ+ rights, awareness and visibility, and express our appreciation and support for the vital contributions made by members of the LGBTQ+ community to the lifeblood of the City of Chicago and communities worldwide.

On motion of Alderperson Mitchell, seconded by Alderpersons Hadden, Manaa-Hoppenworth, Fuentes, Lawson, Knudsen, Vasquez, Robinson, Lopez, and Lee, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating Pride Month. Recognizing and thanking Channyn Lynn Parker, CEO of Brave Space Alliance; Art Johnston, LGBTQIA+ Community Activist; Joli Robinson, CEO of Center on Halsted; Alexis Martinez, Director of Court Support at the Transformative Justice Law Project and Board President at the Chicago Therapy Collective; Michael Harrington, co-chair of Network 49; Robert Castillo, LGBTQ leader of

Logan Square; and Maya Lazano, Program Coordinator of the Trans Empowerment Center of the Puerto Rican Cultural Center for their ongoing support and leadership. Mayor Johnson also expressed his gratitude to the LGBTQ+ council members and the LGBTQ+ community as we celebrate the legacy of accomplishments and contributions by the LGBTQ+ community. Chicago has been shaped by the LGBTQ+ community in very profound ways, the Mayor asserted, from the advocates, organizers and everyday people who continue to tirelessly work to end discrimination to elected and community leaders who join to fight for a more accepting city. Reflecting back on history we are reminded that the struggles and endurance of the LGBTQ+ community are not about tolerance but rather the resistance against discriminatory laws and practices and the acceptance and recognition of one's humanity, the Mayor stated and maintained that we must continue to fight to ensure that members of the LGBTQ+ community are not just represented but valued and that Chicago remains a place where all people are free to live and thrive. As we mark the eighth-year anniversary of the tragic Pulse Night Club shooting in Orlando, Florida, we are reminded that there is still much work to be done, the Mayor stated, and as we honor and celebrate those who are a part of this community we must also fight to ensure that homophobic and transphobic violence and discrimination that has been a prevailing form of hatred comes to an end.

Mayor Johnson then asked the members of the City Council and assembled guests to rise and observe a moment of silence.

---

REGULAR ORDER OF BUSINESS RESUMED.

---

*Referred -- REAPPOINTMENT OF CARLTON F. DANIELS-METZ AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).*  
[A2024-0010093]

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

June 12, 2024.

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

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

6/12/2024

COMMUNICATIONS, ETC.

12689

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- REAPPOINTMENT OF KEARBY J. KAISER AS MEMBER OF  
NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2024-0010094]

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

June 12, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Kearby J. Kaiser 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* -- REAPPOINTMENT OF DUKE MIGLIN AS MEMBER OF OAK STREET COMMISSION (SPECIAL SERVICE AREA NO. 75).  
[A2024-0010095]

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

June 12, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Duke Miglin as a member of Special Service Area Number 75, the Oak Street Commission, for a term effective immediately and expiring May 26, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- AMENDMENT OF CHAPTER 16-14 OF MUNICIPAL CODE REGARDING NEIGHBORHOOD OPPORTUNITY FUNDS.

[O2024-0010097]

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

6/12/2024

COMMUNICATIONS, ETC.

12691

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending Chapter 16-14 of the Municipal Code regarding neighborhood opportunity funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT JOSE DE DIEGO ELEMENTARY SCHOOL, 2301 W. POTOMAC AVE.

[O2024-0010100]

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

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an

intergovernmental agreement with the Chicago Board of Education to provide TIF funds for improvements at Jose De Diego Elementary School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- AUTHORIZATION FOR CONCESSION LEASE AND LICENSE AGREEMENT AT CHICAGO O'HARE INTERNATIONAL AIRPORT FOR INDIVIDUAL LEASING AND LICENSING WITH HFF HPH SK ORD T5 LLC.  
[O2024-0010130]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of lease and license concession agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

6/12/2024

COMMUNICATIONS, ETC.

12693

*Referred* -- AUTHORIZATION FOR CORPORATION COUNSEL TO NEGOTIATE, ENTER INTO AND EXECUTE SEVERANCE OR SETTLEMENT AGREEMENT FOR EARLY TERMINATION OF CHIEF PROCUREMENT OFFICER'S EMPLOYMENT WITH CITY.

[O2024-0010131]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Committees and Rules, the ordinance was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance authorizing the execution of a severance agreement.

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.

[O2024-0010096]

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

June 12, 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 --* AUTHORIZATION FOR RENEWAL OF CLASS 6(b) AND CLASS 7(a) TAX INCENTIVES FOR VARIOUS PROPERTIES.

[O2024-0010104, O2024-0010106, O2024-0010108,  
O2024-0010112, O2024-0010113, O2024-0010114,  
O2024-0010115, O2024-0010116]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 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 favorable tax statuses for specified properties located within the City.

6/12/2024

COMMUNICATIONS, ETC.

12695

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- NEGOTIATED SALE OF VACANT CITY-OWNED PROPERTY  
"AS-IS" AT 9121 S. BURLEY AVE. TO PILGRIM BAPTIST CHURCH OF  
SOUTH CHICAGO, INC.

[O2024-0010203]

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

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of City-owned property at 9121 South Burley Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- SALE OF CITY-OWNED PROPERTIES UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2024-0010204, O2024-0010205]

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

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS UNDER CHIBLOCKBUILDER PLATFORM.

[O2024-0010145, O2024-0010166, O2024-0010195,  
O2024-0010198, O2024-0010202]

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

CHICAGO, June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- ACCEPTANCE OF RECONVEYANCE DEEDS FROM BICKERDIKE REDEVELOPMENT CORPORATION FOR PROPERTIES AT 1256 N. ARTESIAN AVE. (SITE 4), 1353 N. MAPLEWOOD AVE. (SITE 3), 3301 W. CRYSTAL ST. (SITE 1), 1020 N. KEDZIE AVE. (SITE 15) AND RELEASE OF 3047 W. WABANSIA AVE. (SITE 16) FROM AMENDED REDEVELOPMENT AGREEMENT.

[O2024-0010117]

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

CHICAGO, June 12, 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 acceptance of reconveyance deeds for five parcels from Bickerdike Redevelopment Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred --* MASTER LICENSE AGREEMENTS WITH TELECOMMUNICATIONS PROVIDERS FOR PLACEMENT OF SMALL WIRELESS INSTALLATIONS ON CITY LIGHT POLES.

[O2024-0010101]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of master license agreements with telecommunications providers for the placement of small wireless installations on City light poles.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

6/12/2024

COMMUNICATIONS, ETC.

12699

*Referred* -- AUTHORIZATION FOR DEPARTMENT OF HOUSING TO SUBMIT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS URBAN SHELTER PROGRAM ISSUED BY ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY.

[R2024-0010099]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

June 12, 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 a resolution authorizing submitting an application for the Community Development Block Grant-Coronavirus Urban Shelter Program issued by the Illinois Department of Commerce and Economic Opportunity.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

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

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP AUDIT REPORT CONCERNING DEPARTMENT OF BUILDINGS' PERMIT INSPECTIONS PROCESS.

[F2024-0009882]

A communication from the Office of the Inspector General, under the date of June 5, 2024, received in the Office of the City Clerk on June 5, 2024, transmitting the Inspector General's follow-up audit report concerning Department of Buildings' inspection process for construction work subject to permit requirements, which was *Placed on File*.

---

*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP INQUIRY ON CHICAGO POLICE DEPARTMENT'S PREPAREDNESS FOR MASS GATHERINGS.

[F2024-0009805]

A communication from the Office of Inspector General, under the date of May 30, 2024, received in the Office of the City Clerk on May 30, 2024, transmitting the Office of Inspector General's follow-up inquiry on Chicago Police Department's preparedness for mass gatherings, which was *Placed on File*.

---

*Placed On File* -- COMPREHENSIVE ANNUAL FINANCIAL REPORT OF METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR YEAR ENDED DECEMBER 31, 2023.

[F2024-0010110]

A communication from Jacqueline Torres, Clerk/Director of Finance, Metropolitan Water Reclamation District of Greater Chicago, under the date of June 7, 2024, received in the Office of the City Clerk on June 11, 2024, transmitting a comprehensive annual financial report for the period ended December 31, 2023, including financial highlights and a budgetary analysis of the District's general corporate fund, capital assets and debt activity, which was *Placed on File*.

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

## PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on May 22, 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 June 12, 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 May 22, 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.

---

**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:

Building Number 1 Property Management LLC (Application Number 22485T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 13-G bounded by:

a line 99.75 feet north of and parallel to West Berwyn Avenue; a line 61.50 feet east of and parallel to North Winthrop Avenue; West Berwyn Avenue; and North Winthrop Avenue (common address: 5305 -- 5309 North Winthrop Avenue).

[O2024-0010020]

Guadalupe Castaneda (Application Number 22486T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-I bounded by:

West Cullerton Street; a line 341 feet west of and parallel to South California Avenue; a line 90 feet south of and parallel to West Cullerton Street; and a line 366 feet west of and parallel to South California Avenue (common address: 2835 West Cullerton Street).

[O2024-0010028]

Elva Cordova (Application Number 22483T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

West 18<sup>th</sup> Place; a line 192.0 feet west of and parallel to South Paulina Street; the alley next south of and parallel to West 18<sup>th</sup> Place; and a line 216.00 feet west of and parallel to South Paulina Street (common address: 1721 West 18<sup>th</sup> Place).

[O2024-0009976]

GLI Management and Consulting LLC, Series 8006 South Drexel (Application Number 22478) -- 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 20-D bounded by:

a line 62 feet south of and parallel to East 80<sup>th</sup> Steet; South Drexel Avenue; a line 93 feet south of and parallel to East 80<sup>th</sup> Steet; and the alley next west of and parallel to South Drexel Avenue (common address: 8006 South Drexel Avenue).

[O2024-0009968]

Hamilton & Grove Properties, Inc. (Application Number 22482) -- 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 18-D bounded by:

a line 211.78 feet south of and parallel to East 77<sup>th</sup> Street; South Greenwood Avenue; a line 236.78 feet south of and parallel to East 77<sup>th</sup> Street; and a public alley next west of and parallel to South Greenwood Avenue (common address: 7722 South Greenwood Avenue).

[O2024-0009975]

Jacksongeorge LLC (Application Number 22477) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-G bounded by:

West George Street; North Southport Avenue; a line 72.80 feet south of and parallel to West George Street; and the alley next west of and parallel to North Southport Avenue (common address: 2852 -- 2856 North Southport Avenue).

[O2024-0009966]

Kapital Properties LLC (Application Number 22479T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 2-I bounded by:

the alley next north of and parallel to West Adams Street; a line 406 feet east of and parallel to South Washtenaw Avenue; West Adams Street; and a line 381 feet east of and parallel to South Washtenaw Avenue (common address: 2622 West Adams Street).

[O2024-0009970]

Park Manor Place Phase I LLC (Application Number 22490) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 20-E bounded by:

a line 266 feet north of and parallel to the north line of East 84<sup>th</sup> Street, as measured along the west line of South Dr. Martin Luther King, Jr. Drive; South Dr. Martin Luther King, Jr. Drive; East 84<sup>th</sup> Street; and the public alley next west of and parallel to South Dr. Martin Luther King, Jr. Drive (common address: 8332 -- 8358 South Dr. Martin Luther King, Jr. Drive).

[O2024-0010039]

Redstars Properties LLC (Application Number 22484T1) -- to classify as a B3-5 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 17-O bounded by:

North Northwest Highway; North Oshkosh Avenue; a public alley southwest of and parallel to North Northwest Highway; and a line 290 feet northwest of and parallel to North Oshkosh Avenue (common address: 6750 -- 6760 North Northwest Highway).

[O2024-0009980]

St. Leonard's Ministries (Application Number 22488) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-H bounded by:

the public alley next north of and parallel to West Warren Boulevard; North Hoyne Avenue; West Warren Boulevard; and a line 154.90 feet west of and parallel to North Hoyne Avenue (common address: 2100 -- 2110 West Warren Boulevard).

[O2024-0010036]

Sunshine Gospel Ministries (Application Number 22475) -- to classify as an Institutional Planned Development instead of an RM5 Residential Multi-Unit District the area shown on Map Number 14-E bounded by:

East 60<sup>th</sup> Street; South Dr. Martin Luther King, Jr. Drive; a line 522.11 feet south of and parallel to East 60<sup>th</sup> Street; the alley next west of and parallel to

South Dr. Martin Luther King, Jr. Drive; a line 496.94 feet south of and parallel to East 60<sup>th</sup> Street; and South Calumet Avenue (common address: 345 -- 379 East 60<sup>th</sup> Street/6000 -- 6050 South Dr. Martin Luther King, Jr. Drive/6001 -- 6049 South Calumet Avenue).

[O2024-0009973]

Wilmot Construction, Inc. (Application Number 22489T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M3-3 Heavy Industry District the area shown on Map Number 5-H bounded by:

the public alley next south of and parallel to West Fullerton Avenue; North Seeley Avenue; the Chicago and Northwestern Railway right-of-way; and a line 139.75 feet west of and parallel to North Seeley Avenue (common address: 2338 -- 2358 North Seeley Avenue).

[O2024-00010038]

433 West Diversey LLC (Application Number 22487) -- to classify as a C1-3 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 7-F bounded by:

West Diversey Parkway; a line 316.00 feet west of and parallel to North Lakeview Avenue; the alley next south of and parallel to West Diversey Parkway; and a line 341.00 feet west of and parallel to North Lakeview Avenue (common address: 433 West Diversey Parkway).

[O2024-0010033]

520 California Gas LLC (Application Number 22481) -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-3 Community Shopping District the area shown on Map Number 2-I bounded by:

a line 100 feet south of and parallel to West Congress Street; South California Avenue; a line 125 feet south of and parallel to West Congress Street; and the public alley next west of and parallel to South California Avenue (common address: 510 South California Avenue).

[O2024-0009974]

1140 West Erie LLC (Application Number 22476) -- to classify as Residential-Business Planned Development Number 1480, as amended, instead of Residential-Business Planned Development Number 1480 the area shown on Map Number 1-G bounded by:

West Erie Street; North Ogden Avenue; and North May Street (common address: 1140 West Erie Street).

[O2024-0009965]

8235 West Irving Park RD LLC (Application Number 22480T1) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 9-P bounded by:

West Irving Park Road; North Pittsburgh Avenue; the alley next south of and parallel to West Irving Park Road; and a line 50 feet west of and parallel to North Pittsburgh Avenue (common address: 8235 -- 8237 West Irving Park Road).

[O2024-0009971]

---

*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

Arredondo Molina, Macario	[CL2024-0010109]
Athiviraham, Aravind	[CL2024-0010196]
Barchett, Austin A.	[CL2024-0010120]
Benckek, Brian T.	[CL2024-0010216]
Bertino, Brian D.	[CL2024-0010151]
Bustamante, Maria E. M.	[CL2024-0010246]
Dibra, Alen	[CL2024-0010270]
Dombrowski, James	[CL2024-0010160]
Dumot, Brandon T.	[CL2024-0010250]
Fallenius, Soren C.	[CL2024-0010139]
Faris, Sarah	[CL2024-0010300]
Friedland, David B.	[CL2024-0010138]
Gauspohl, Christopher	[CL2024-0009989]
Hasan, Asim S.	[CL2024-0010215]

Jahiri, Jeanette A.	[CL2024-0010050]
Kenan, Justin A.	[CL2024-0010148]
Li, Tie Feng	[CL2024-0009999]
Lindahl, Eric L.	[CL2024-0010242]
Lopez, Mariana	[CL2024-0010301]
Maciel, Antonio	[CL2024-0010119]
Malachi, Niama T.	[CL2024-0010126, CL2024-0010226, CL2024-0010228, CL2024-0010230]
Malcome, Deloris	[CL2024-0010103]
Maloney, Patrick J.	[CL2024-0010291]
Marchant, Cynthia A.	[CL2024-0010244]
Mathew, Verghese	[CL2024-0010107]
Maxson, Jeffrey L.	[CL2024-0010157]
Militante, Elma J.	[CL2024-0010193]
Najafi, Mehrab	[CL2024-0010142]
Neal, Andrea	[CL2024-0010299]
Padilla, Moises	[CL2024-0010049]
Pelaez, Antoinette	[CL2024-0010111]
Porto, Arthur J.	[CL2024-0010297]
Progressive Insurance and Saklakov, Nikolay	[CL2024-0009991]
Robinson-Boyd, China L.	[CL2024-0010123]
Rodriguez, Jonathan	[CL2024-0010265]
Rodriguez, Nadia I.	[CL2024-0010258]
Rogers, Milan C.	[CL2024-0010124]
Salgado, Pedro	[CL2024-0010118]
Sanders-Thomas, Annette	[CL2024-0010197]

Schmit, Daniel J.	[CL2024-0010125]
Shivers, Michael	[CL2024-0010134]
Sims, Deon D.	[CL2024-0010122]
Sotos, Vasilios T.	[CL2024-0010053]
State Farm Insurance and Martinez, Arturo	[CL2024-0010245]
State Farm Insurance and Roche, Donna M.	[CL2024-0010121]
Stern, Richard W.	[CL2024-0009990]
Tempera, Al	[CL2024-0010268]
Torrez, Diego	[CL2024-0010286]
Travelers Insurance and Morgan, Francis	[CL2024-0009993]
Tzoumas, Danny G.	[CL2024-0010232]
Walsh, Amy L.	[CL2024-0010152]
Watts, Helen R.	[CL2024-0009987]
Weatherspoon, Henry	[CL2024-0010144]
Zavala, Danae	[CL2024-0010194]

---

*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF HYDE PARK UNION CHURCH AT 5600 S. WOODLAWN AVE. AS CHICAGO LANDMARK.

[O2024-0009806]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of May 29, 2024, and received in the Office of the City Clerk on May 29, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Hyde Park Union Church at 5600 South Woodlawn Avenue, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

**REPORTS OF COMMITTEES.**

---

**COMMITTEE ON FINANCE.**

---

ISSUANCE AND SALE OF ADDITIONAL SENIOR LIEN BONDS AND ADDITIONAL CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SENIOR LIEN REVENUE BONDS AND 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.

[SO2024-0009575]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred a substitute ordinance concerning the issuance of 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 (SO2024-0009575), 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 June 10, 2024. Alderperson Lopez recused himself from voting on this matter under Rule 14 out of abundance of caution.

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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 46.

*Nays* -- None.

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

Alderperson Lopez abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure out of abundance of caution.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City has previously issued various series of its Chicago O'Hare International Airport General Airport Revenue Bonds that are currently outstanding (the "Outstanding Senior Lien Bonds"); and

WHEREAS, The Outstanding Senior Lien Bonds are "Senior Lien Obligations" secured under the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018 between the City and U.S. Bank Trust Company, National Association, as trustee (the "Senior Lien Trustee"), as supplemented (the "Senior Lien Master Indenture"); and

WHEREAS, The City has previously authorized a commercial paper program providing for the issuance from time to time of commercial paper notes for Airport purposes (the "Commercial Paper Notes"); and

WHEREAS, The City has previously authorized a line of credit program providing for the issuance from time to time of credit agreement notes for Airport purposes (the "Credit Agreement Notes"); and

WHEREAS, The Outstanding Senior Lien Bonds, any Commercial Paper Notes and any Credit Agreement Notes currently or later outstanding are referred to collectively herein as the "Outstanding Airport Obligations"; and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (the "Additional Senior Lien Bonds") pursuant to the Senior Lien Master Indenture, in one or more series, for the purposes of: (i) funding the cost of certain capital projects for the Airport, including, without limitation, capital projects included in the O'Hare Capital Improvement Program, the O'Hare Modernization Program or the O'Hare Terminal Area Plan, which constitute Airport Projects under the Senior Lien Master Indenture and capitalized interest (the "Airport Projects"); and (ii) the refunding of any and all Outstanding Airport Obligations; and

WHEREAS, The City has also heretofore issued various series of its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (the "Outstanding PFC Bonds") that are secured under the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008 (the "PFC Master Indenture") from the City to The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company) as trustee (the "PFC Trustee"); and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (the "Additional PFC Bonds") pursuant to the PFC Master Indenture in one or more series for the purposes of: (i) paying the cost of certain Projects (as defined in the PFC Master Indenture) and refunding at or prior to maturity all or a portion of any Commercial Paper Notes, Credit Agreement Notes or other bonds, notes or other obligations issued by the City to finance or refinance any Project; and (ii) refunding any and all of the Outstanding PFC Bonds; and

WHEREAS, The City proposes to issue and sell Additional Senior Lien Bonds and Additional PFC Bonds (collectively, the "Additional Bonds") in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed \$3,000,000,000; now, therefore,

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

*Part A.*

*Article I.*

*Authorization, Findings And Determinations And Approval Of Documents.*

SECTION 1.1 Authorization. The above recitals are incorporated in this Ordinance. This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. This Ordinance authorizes the issuance of the Additional Bonds as follows: (i) this Part A authorizes the issuance of the Additional Bonds in an aggregate principal amount not to exceed \$3,000,000,000; (ii) Part B hereof authorizes the issuance, from time to time, of all or a portion of the Additional Bonds as Additional Senior Lien Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the Senior Lien Master Indenture, and the related Supplemental Indentures therein approved; (iii) Part C hereof authorizes the issuance, from time to time, of all or a portion of the Additional Bonds as Additional PFC Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the PFC Master Indenture and the related Supplemental Indentures therein approved; and (iv) Part D hereof sets forth provisions applicable to both the Additional Senior Lien Bonds and the Additional PFC Bonds and authorizes City officials to execute and deliver agreements relating to the matters authorized by this Ordinance.

SECTION 1.2 Findings And Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the Additional Senior Lien Bonds and the refunding of the Outstanding Airport Obligations and any other bonds, notes or other obligations issued by the City to finance or refinance any Airport Project will result in debt service savings or provide other benefits to the Airport;

(b) that the issuance of the Additional PFC Bonds and the refunding of the Outstanding PFC Bonds and any other bonds, notes or other obligations issued by the City to finance or refinance any Project will result in debt service savings or provide other benefits to the Airport;

(c) that the Airport Projects to be financed by the City with the proceeds of the Additional Senior Lien Bonds are necessary and essential to the efficient operation of the Airport;

(d) that the Projects to be financed by the City with the proceeds of the Additional PFC Bonds are necessary and essential to the efficient operation of the Airport;

(e) that the City's ability to issue the Additional Bonds from time to time in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport;

(f) that from time to time it is desirable to refund: (i) outstanding airport revenue bonds and notes of the City (including bonds and notes payable from passenger facility charges or special facility revenues) and other payment obligations related thereto (the "Outstanding Obligations"); and (ii) future issues of Airport revenue bonds and notes of the City (including bonds and notes payable from passenger facility charges or special facility revenues) as may be outstanding from time to time, and other payment obligations related thereto (the "Future Outstanding Obligations"); and

(g) Authority is granted to the Mayor, the Chief Financial Officer appointed by the Mayor or the City Comptroller (the "Authorized Officer" as referred to herein being either the Chief Financial Officer or the City Comptroller) with the concurrence of the Chairman of the Committee on Finance, to determine to sell one or more series of the Additional Bonds, at one or more times, as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the City and the Airport.

SECTION 1.3 Forms Of Documents. There have been presented to this City Council forms of the following documents:

(a) Seventy-Fifth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (attached hereto as Exhibit A); and

(b) Ninth Supplemental Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (attached hereto as Exhibit B).

SECTION 1.4 Debt Issuance. \$3,000,000,000 aggregate principal amount of Additional Bonds are hereby authorized to be issued pursuant to this Ordinance for the purposes specified in Part B with respect to the Additional Senior Lien Bonds and Part C with respect to the Additional PFC Bonds.

SECTION 1.5 Title. This Ordinance may hereafter be cited as the "2024 O'Hare Financing Ordinance."

*Part B.*

*Article I.*

*Authority And Definitions.*

SECTION 1.1 Authority For Part B. This Part B is authorized pursuant to the Senior Lien Master Indenture (as hereinafter defined).

SECTION 1.2 Definitions.

(a) Except as provided in this section, all defined terms contained in this Part B and in Part D shall have the same meanings, respectively, as such defined terms are given in the Senior Lien Master Indenture.

(b) As used in this Part B and in Part D, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

“Additional Bonds” means the Additional Bonds authorized by Section 1.4 of Part A of this Ordinance.

“Additional PFC Bonds” means the Additional PFC Bonds authorized by Section 2.1 of Part C of this Ordinance.

“Additional Senior Lien Bonds” means the Additional Senior Lien Bonds authorized by Section 2.1 of this Part B.

“Authorized Officer” is defined in Section 1.2(g) of Part A.

“Senior Lien Master Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018 from the City to the Senior Lien Trustee, as the same from time to time may be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, and its successor in trust, as trustee under the Senior Lien Master Indenture and as Trustee under any Supplemental Indenture.

“Seventy-Fifth Supplemental Indenture” means the Seventy-Fifth Supplemental Indenture Securing Chicago O’Hare International Airport General Airport Senior Lien Revenue Bonds from the City to the Senior Lien Trustee relating to the initial series of Additional Senior Lien Bonds.

“Supplemental Indenture” means a supplemental indenture authorizing a series of Additional Senior Lien Bonds, substantially in the form of the Seventy-Fifth Supplemental Indenture.

*Article II.*

*Authorization And Details Of Additional Senior Lien Bonds.*

SECTION 2.1 Authorization Of Additional Senior Lien Bonds.

(a) All or a portion of the \$3,000,000,000 aggregate principal amount of Additional Bonds authorized by Section 1.4 of Part A of this Ordinance may be issued as Additional Senior Lien Bonds pursuant to the Senior Lien Master Indenture and one or more Supplemental Indentures and for the purposes specified in Section 2.2 of this Part B. The Additional Senior Lien Bonds may be issued bearing interest at a fixed interest rate or rates as more fully set forth in the related Supplemental Indenture. Any Additional Senior Lien Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

(b) The Additional Senior Lien Bonds shall mature not later than January 1, 2065, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of Additional Senior Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) upon the terms and conditions set forth in the Senior Lien Master Indenture and the related Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the Owner of the Additional Senior Lien Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Make-Whole Redemption Price"). At the time of sale of the Additional Senior Lien Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price, which may vary depending on whether the Additional Senior Lien Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

(c) The Additional Senior Lien Bonds shall be entitled "Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds" or "Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds", as appropriate. The Additional Senior Lien Bonds may be issued in one or more separate series, appropriately designated to indicate the year and order of their issuance.

(d) Each Additional Senior Lien Bond shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Senior Lien Master Indenture and the related Supplemental Indenture.

(e) Principal of and premium, if any, on the Additional Senior Lien Bonds shall be payable at the principal corporate trust office of the Senior Lien Trustee or any Paying Agent as provided in the Senior Lien Master Indenture and related Supplemental Indenture. Payment of interest on the Additional Senior Lien Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Senior Lien Trustee mailed to the registered owner at the address of such registered owner as it appears on the registration books of the City kept by the Senior Lien Trustee or at such other address as is furnished to the Senior Lien Trustee in writing by such registered owner, or by wire transfer as further provided in the Senior Lien Master Indenture and related Supplemental Indenture.

(f) Subject to the limitations set forth in Section 1.4 of Part A of this Ordinance and in this Section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of Additional Senior Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each Additional Senior Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each Additional Senior Lien Bond to be redeemed expressed as a percentage, not exceeding ten percent (10%), of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the redemption date) of the Additional Senior Lien Bond to be redeemed, or as a formula designed to compensate the owner of the Additional Senior Lien Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a "make whole" redemption premium.

SECTION 2.2 Purposes. Pursuant to Section 203 of the Senior Lien Master Indenture, the Additional Senior Lien Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the Additional Senior Lien Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of acquiring, constructing and equipping any Airport Project or Projects;

(b) the refunding of any outstanding Airport Obligations (including commercial paper notes and credit agreement notes);

(c) the funding of any Fund, Account or Dedicated Sub-Fund including, but not limited to, the funding of deposits, deposit of moneys in the Common Debt Service Reserve Sub Fund, a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts (including capitalized interest accounts for any series of Senior Lien Obligations) as may be provided for in the Senior Lien Master Indenture and the Supplemental Indenture relating to such series; and

(d) the payment of the Costs of Issuance of the Additional Senior Lien Bonds.

The proceeds of each series of Additional Senior Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the Senior Lien Master Indenture) delivered in connection with the issuance of such series pursuant to the Senior Lien Master Indenture and the related Supplemental Indenture.

**SECTION 2.3 Pledge Of Revenues And Other Available Moneys.** The Additional Senior Lien Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by any Other Available Moneys pledged under the Senior Lien Master Indenture and the related Supplemental Indenture, including, but not limited to, passenger facility charge revenues to be withdrawn from the PFC Capital Fund of the City, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Senior Lien Trustee with respect thereto and against such Revenues and Other Available Moneys. The Additional Senior Lien Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. In connection with the issuance of any series of Additional Senior Lien Bonds secured by a pledge of or otherwise payable from Other Available Moneys, the City shall determine in the related Supplemental Indenture or by a Certificate of an Authorized Officer filed with the Senior Lien Trustee, all of the terms and conditions of such pledge, including the annual payment amount, the lien status thereof and the duration of such pledge.

**SECTION 2.4 Approval Of Senior Lien Master Indenture.** The form of the Senior Lien Master Indenture as executed and delivered on behalf of the City is hereby approved in all respects. The Senior Lien Master Indenture constitutes an amendment and restatement of the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of September 1, 2012. The Mayor or the Authorized Officer is hereby authorized to execute and deliver such amendatory Supplemental Indentures providing for amendments and restatements of the Senior Lien Master Indenture and existing Supplemental Indentures as may be required or helpful to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Senior Lien Master Indenture or to conform such existing Supplemental Indentures to the terms and conditions of the Senior Lien Master Indenture. The City Clerk is hereby authorized to attest any such amendatory Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

**SECTION 2.5 Approval Of Supplemental Indentures.**

(a) The form of Seventy-Fifth Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of Additional Senior Lien Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the Seventy-Fifth Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) Each such Supplemental Indenture shall be substantially in the form of the Seventy-Fifth Supplemental Indenture, presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, which changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

(c) The execution and delivery of a Supplemental Indenture shall constitute conclusive evidence of this City Council's approval of the form of such Supplemental Indenture as executed and delivered.

**SECTION 2.6 Debt Service Reserve Funds.** The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the Senior Lien Master Indenture, or in any supplemental indenture: (a) apply Additional Senior Lien Bond proceeds to the funding of any prior debt service reserve fund; (b) transfer moneys among debt service reserve funds; (c) deposit other moneys of the City to any debt service reserve fund; and (d) apply for Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds. As used in the Section, the term "debt service reserve funds" includes the Common Debt Service Reserve Sub-Fund.

**SECTION 2.7 Credit Instruments.** The Authorized Officer is hereby authorized to arrange for the provision of one or more Credit Instruments as security for all or a portion of the Additional Senior Lien Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of the Airport.

**SECTION 2.8 Approval Of Amendment.** By the purchase of the Additional Senior Lien Bonds, purchasers of such Additional Senior Lien Bonds agree, for themselves and any successor Owners, to the provisions of any one or more Senior Lien Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part B, Section 2.5(g) of that certain bond ordinance which was adopted by the City Council of the City on November 18, 2009 (and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date at pages 73563 through 73841, inclusive), relating to bond financing for the Airport, including, but not limited to, the amendment of the Senior Lien Master Indenture contained in the Thirty-Seventh Supplemental Indenture.

*Part C.*

*Article I.*

*Authority And Definitions.*

**SECTION 1.1 Authority For Part C.** This Part C is authorized pursuant to the PFC Master Indenture (as hereinafter defined).

## SECTION 1.2 Definitions.

(a) Except as provided in this Section, all defined terms contained in this Part C and in Part D shall have the same meanings, respectively, as such defined terms are given in the PFC Master Indenture.

(b) As used in this Part C and in Part D, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

“Additional Bonds” means the Additional Bonds authorized by Section 1.4 of Part A of this Ordinance.

“Additional PFC Bonds” means the Additional PFC Bonds authorized by Section 2.1 of this Part C.

“Additional Senior Lien Bonds” means the Additional Senior Lien Bonds authorized by Section 2.1 of Part B of this Ordinance.

“Authorized Officer” is defined in Section 1.2(g) of Part A.

“Ninth Supplemental Indenture” means the Ninth Supplemental Indenture Securing Chicago O’Hare International Airport Passenger Facility Charge Revenue Bonds, from the City to the PFC Trustee relating to the initial series of Additional PFC Bonds.

“PFC Master Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport Passenger Facility Charge Obligations, from the City to the PFC Trustee dated as of January 1, 2008, as the same may be amended and supplemented.

“PFC Supplemental Indenture” means a supplemental indenture authorizing a series of Additional PFC Bonds, substantially in the form of the Ninth Supplemental Indenture.

“PFC Trustee” means The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company), and its successor in trust, as trustee under the PFC Master Indenture and as Trustee under any PFC Supplemental Indenture.

## *Article II.*

### *Authorization And Details Of Additional PFC Bonds.*

## SECTION 2.1 Authorization Of Additional PFC Bonds.

(a) All or a portion of the \$3,000,000,000 aggregate principal amount of the Additional Bonds authorized by Section 1.4 of Part A of this Ordinance may be issued as

Additional PFC Bonds pursuant to the PFC Master Indenture and one or more PFC Supplemental Indentures and for the purposes specified in Section 2.2 of this Part C. The Additional PFC Bonds may be issued bearing interest at a fixed interest rate or rates as more fully set forth in the related PFC Supplemental Indenture. Any Additional PFC Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

(b) The Additional PFC Bonds shall mature not later than January 1, 2065, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related PFC Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of Additional PFC Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments), upon the terms and conditions set forth in the PFC Master Indenture and the related PFC Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the Owner of the Additional PFC Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "PFC Make-Whole Redemption Price"). At the time of sale of the Additional PFC Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any PFC Make-Whole Redemption Price, which may vary depending on whether the Additional PFC Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable PFC Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

(c) The Additional PFC Bonds shall be entitled "Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds" or "Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds" and may be issued in one or more separate series, appropriately designated to indicate the year and order of their issuance. Each Additional PFC Bond shall be issued in fully registered form and in the denominations set forth in the related PFC Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the PFC Master Indenture and the related PFC Supplemental Indenture.

(d) Principal of and premium, if any, on the Additional PFC Bonds shall be payable at the principal corporate trust office of the PFC Trustee or any Paying Agent as provided in the PFC Master Indenture and related PFC Supplemental Indenture. Payment of interest on the Additional PFC Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the PFC Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the PFC Trustee or at such other address as is furnished to the PFC Trustee in writing by such registered owner, or by wire transfer as further provided in the PFC Master Indenture and related PFC Supplemental Indenture.

(e) Subject to the limitations set forth in Section 1.4 of Part A of this Ordinance and in this Section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of Additional PFC Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each Additional PFC Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each Additional PFC Bond to be redeemed expressed as a percentage, not exceeding ten percent (10%), of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the redemption date) of the Additional PFC Bond to be redeemed, or as a formula designed to compensate the owner of the Additional PFC Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a "make whole" redemption premium.

SECTION 2.2 Purposes. Pursuant to Section 203 of the PFC Master Indenture, the Additional PFC Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the Additional PFC Bonds:

- (a) the payment, or the reimbursement for the payment, of all or a portion of the Costs of any Projects, including capitalized interest;
- (b) the refunding of any Outstanding PFC Bonds and any commercial paper notes or credit agreement notes issued by the City to finance or refinance any Project;
- (c) the funding of deposits into funds and accounts as may be provided for in the PFC Master Indenture and the PFC Supplemental Indenture relating to such series; and
- (d) the payment of the Costs of Issuance of the Additional PFC Bonds.

The proceeds of each series of Additional PFC Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the PFC Master Indenture) delivered in connection with the issuance of such series pursuant to the PFC Master Indenture and the related PFC Supplemental Indenture.

SECTION 2.3 Pledge Of PFC Revenues. The Additional PFC Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the PFC Revenues pledged under the PFC Master Indenture and the related PFC Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the PFC Trustee with respect thereto and against such PFC Revenues. The Additional PFC Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

**SECTION 2.4 Approval Of Supplemental Indentures.**

(a) The form of Ninth Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of Additional PFC Bonds, to execute and deliver a PFC Supplemental Indenture in substantially the form of the Ninth Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) Each such PFC Supplemental Indenture shall be substantially in the form of the Ninth Supplemental Indenture, presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, such changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

(c) The execution and delivery of a PFC Supplemental Indenture shall constitute conclusive evidence of this City Council's approval of the form of such PFC Supplemental Indenture as executed and delivered.

**SECTION 2.5 Debt Service Reserve Funds.** The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the PFC Master Indenture, including, in each case, any supplemental indenture: (a) apply Additional PFC Bond proceeds to the funding of any prior debt service reserve fund; (b) transfer moneys among debt service reserve funds; (c) deposit other moneys of the City to any debt service reserve fund; and (d) apply for Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds.

**SECTION 2.6 Qualified Reserve Account Credit Instruments.** The Authorized Officer is hereby authorized to arrange for the provision of one or more Qualified Reserve Account Credit Instruments as security for all or a portion of the Additional PFC Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of the Airport.

**SECTION 2.7 Approval Of Amendment.** By the purchase of the Additional PFC Bonds, purchasers of such Additional PFC Bonds agree, for themselves and any successor Owners, to the provisions of any one or more PFC Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part C, Section 2.5(e) of that certain bond ordinance which was adopted by the City Council of the City on November 18, 2009 (and which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 73563 through 73841, inclusive), relating to bond financing at the Airport, including, but not limited to, the amendment of the PFC Master Indenture contained in the Sixth Supplemental Indenture.

*Part D.*

*Article I.*

*Bond Sales And Related Matters.*

SECTION 1.1 Application And Definitions.

(a) The provisions of this Part D are applicable to Additional Bonds issued pursuant to Part B and Part C of this Ordinance and shall be applied in conjunction therewith. Terms defined in Parts A, B and C shall have the same meanings when used in this Part D.

(b) As used in this Part D, unless the context shall otherwise require, the term "Code" means the Internal Revenue Code of 1986.

SECTION 1.2 Sale Of Additional Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the Authorized Officer to sell the Additional Bonds in one or more series from time to time to one or more underwriters selected by the Authorized Officer pursuant to one or more Contracts of Purchase with respect to the Additional Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of the Additional Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. In addition, one or more of the Additional Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code, if determined by the Authorized Officer to be beneficial to the City in the operation of the Airport.

(b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase relating to the Additional Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, subject to the limitations contained in this Ordinance, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this Ordinance, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of Additional Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or the Authorized Officer shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the Additional Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the Additional Bonds. Each Preliminary Official Statement (or applicable parts thereof) shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the Additional Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or one or more portions of the Additional Bonds.

(f) The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each a "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend the

Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this Ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Additional Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

**SECTION 1.3 Execution And Delivery Of Additional Bonds.** Pursuant to the Senior Lien Master Indenture or the PFC Master Indenture, as applicable, the Mayor shall execute the Additional Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Additional Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Additional Bonds shall, upon such execution on behalf of the City, be delivered to the Senior Lien Trustee or the PFC Trustee, as applicable, for authentication and thereupon shall be authenticated by the Senior Lien Trustee or the PFC Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Additional Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

**SECTION 1.4 Redemption, Purchase, Tender And Exchange.** The Mayor or the Authorized Officer is authorized to direct that the Outstanding PFC Bonds or Outstanding Airport Obligations to be redeemed be called for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the Outstanding PFC Bonds or Outstanding Airport Obligations to be redeemed and to select the redemption date or dates or purchase date or dates for the Outstanding PFC Bonds or Outstanding Airport Obligations to be redeemed or purchased. The Mayor or the Authorized Officer is authorized: (a) to tender for Outstanding PFC Bonds and Outstanding Airport Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer; (b) to exchange Additional Bonds for Outstanding PFC Bonds or Outstanding Airport Obligations; and (c) on behalf of the City to enter into such agreements with bondholders and financial institutions and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase or exchange of Outstanding PFC Bonds and Outstanding Airport Obligations.

**SECTION 1.5 Escrow Deposit Agreements.** To provide for the payment or retirement of the Outstanding PFC Bonds and Outstanding Airport Obligations, the Mayor or the Authorized Officer of the City is hereby authorized to execute and deliver for and on behalf of the City one or more Escrow Deposit Agreements in substantially the form of escrow

deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

**SECTION 1.6 Tax Directives.** The City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 413 of the PFC Master Indenture and Section 412 of the Senior Lien Master Indenture. Nothing contained in this Ordinance shall limit the ability of the City to issue a portion of the Additional Bonds the interest on which will be includable in the gross income of the owners thereof for Federal income tax purposes under the Code, in each case if determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport.

**SECTION 1.7 Public Approval.** The actions of the Finance Committee with respect to the notice for and the holding of a public hearing in connection with the Additional Bonds are hereby ratified and confirmed in all respects. The adoption of this Ordinance shall constitute the public approval of the Additional Bonds for purposes of Section 147(f) of the Code.

**SECTION 1.8 Performance Provisions.** The Mayor, the Commissioner of Aviation, the Authorized Officer and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the Senior Lien Master Indenture, and the PFC Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Senior Lien Master Indenture, and the PFC Master Indenture, including but not limited to, the exercise following the delivery date of any Additional Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the Additional Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the Commissioner of Aviation, the Authorized Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Senior Lien Master Indenture, and the PFC Master Indenture or to evidence said authority.

**SECTION 1.9 Proxies.** The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Additional Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this Ordinance, the Senior Lien Master Indenture, and the PFC Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign

as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

*Part E.*

*Article I.*

*Enactment.*

**SECTION 1.1 Severability.** It is the intention of this City Council that, if any Article, Section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Article, Section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

**SECTION 1.2 Prior Inconsistent Ordinances.** If any provision of this Ordinance is in conflict with or inconsistent with any ordinances or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof the provisions of this Ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance, or to impair the security for or payment of the instruments authorized by this Ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

**SECTION 1.3 Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor of the City.

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

*Exhibit "A".*

---

SEVENTY-FIFTH SUPPLEMENTAL INDENTURE

From

City of Chicago

To

U.S. Bank Trust Company, National Association,  
as Trustee

Securing

Chicago O'Hare International Airport  
General Airport Senior Lien Revenue [Refunding] Bonds,  
Series 202\_

Dated as of \_\_\_\_\_ 1, 202\_

---

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport  
General Airport Revenue Senior Lien Obligations dated as of June 1, 2018.

**SEVENTY-FIFTH SUPPLEMENTAL INDENTURE**

THIS SEVENTY-FIFTH SUPPLEMENTAL INDENTURE, made and entered into as of \_\_\_\_\_ 1, 202\_, from the City of Chicago (the “City”), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to U.S. Bank Trust Company, National Association (the “Trustee”), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as Trustee.

**W I T N E S S E T H:**

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago O’Hare International Airport; and

WHEREAS, the City has entered into a Master Indenture of Trust securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, with the Trustee (the “Indenture”) which authorizes the issuance of Senior Lien Obligations (as therein defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

WHEREAS, pursuant to Section 1012 of the Indenture, U.S. Bank Trust Company, National Association is the successor to U.S. Bank National Association, as the Trustee under the Indenture; and

[WHEREAS, in order to refund or defease prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined), the City has authorized the issuance and sale of \$\_\_\_\_\_,000 aggregate principal amount of Chicago O’Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20\_\_ (the “Bonds”) pursuant to the Indenture and this Seventy-Fifth Supplemental Indenture; and]

[WHEREAS, in order to provide funds for the financing of the payment, or the reimbursement for the payment, of the costs of one or more Airport Projects, as defined in the Indenture, including the 20\_\_ Airport Projects (as hereinafter defined), the City has authorized the issuance and sale of \$\_\_\_\_\_ aggregate principal amount of Chicago O’Hare International Airport General Airport Senior Lien Revenue Bonds, Series 20\_\_ (the “Bonds”) pursuant to the Indenture and this Seventy-Fifth Supplemental Indenture; and]

WHEREAS, the Bonds and the Trustee’s Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Seventy-Fifth Supplemental Indenture, to wit:

[FORM OF BOND]

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF ILLINOIS**  
**CITY OF CHICAGO**  
**Chicago O'Hare International Airport**  
**General Airport Senior Lien Revenue [Refunding] Bond,**  
**Series 20\_\_**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	January 1, 20__	_____, 20__	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on \_\_\_\_\_ 1, 202\_ and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office in Chicago, Illinois of U.S. Bank Trust Company, National Association, Chicago, Illinois, as trustee, or its successor in trust (the "Trustee"); provided, however, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at the address of such registered owner as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such registered owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to an owner of

\$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date, except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$ \_\_\_\_\_,000 (the “Bonds”) issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018, from the City to U.S. Bank Trust Company, National Association, as Trustee, as supplemented by a Seventy-Fifth Supplemental Indenture securing Chicago O’Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20 \_\_, dated \_\_\_\_\_ 1, 20 \_\_, from the City to the Trustee (collectively, the “Indenture”), [for the purposes of (i) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), and (ii) paying costs and expenses incidental thereto and to the issuance of the Bonds] [for the purposes of (i) paying the costs of certain projects for Chicago O’Hare International Airport which constitute Airport Projects under the Indenture, (ii) funding the Reserve Requirement (as defined in the Indenture) applicable to the Bonds, (iii) capitalizing interest on the Bonds, and (iv) paying costs and expenses incidental thereto and to the issuance of the Bonds].

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or

Bonds of the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$       ,000
20__	,000

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$       ,000
20__	,000
20__	,000

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the City shall determine.

The Bonds maturing on or after January 1, 20\_\_ are subject to redemption, at the option of the City, on or after January 1, 20\_\_, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

Notice of any such redemption must be given by the Trustee by first-class mail (or registered mail in the case of registered owners of at least \$1,000,000 of Bonds) not less than 30 or more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

It is Hereby Certified, Recited and Declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: \_\_\_\_\_

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Mayor

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

[DTC LEGEND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede Co., has an interest herein.

[FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Authorized Signature

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common		UNIF GIFT MIN ACT -
TEN ENT	- as tenants by the entireties		Custodian _____
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	(Cust)	(Minor)
		under Uniform Gifts to Minors Act	
		_____	
		(State)	

Additional abbreviations may also be used though not in the above list.

For Value Received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint \_\_\_\_\_  
to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature:

Signature Guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

NOW, THEREFORE, THIS SEVENTY-FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Revenues (as defined in the Indenture), to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Seventy-Fifth Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

All moneys and securities from time to time held by the Trustee in the Common Debt Service Reserve Sub-Fund on a parity with the security interest in said Sub-Fund granted or to be granted to the present and future owners of Common Reserve Bonds (as defined in the Indenture).

GRANTING CLAUSE FOURTH

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds,

without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article VI hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this Seventy-Fifth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Seventy-Fifth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Seventy-Fifth Supplemental Indenture shall remain in full force and effect.

THIS SEVENTY-FIFTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

## ARTICLE I

### Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Seventy-Fifth Supplemental Indenture:

*“Authorized Denomination”* means the principal amount of \$5,000 or any integral multiple thereof.

*“Bond Registrar”* means the person designated to serve as Bond Registrar pursuant to Section 2.09.

*“Bondholder”* or *“holder”* or *“owner of the Bonds”* or *“registered owner”* means the Registered Owner of any Bond.

*“Bonds”* means the Chicago O’Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20 \_\_, authorized to be issued pursuant to Article II.

*“Business Day”* means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed.

*Capitalized Interest Account*” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

*Consulting Engineer*” means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airport and aviation facilities, who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.

*Costs of Issuance Account*” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

*Credit Agreement Notes*” means the Chicago O’Hare International Airport Credit Agreement Notes to be refunded by application of proceeds of the Bonds.

*Date of Issuance*” means \_\_\_\_\_, 20\_\_, the date of original issuance and delivery of the Bonds hereunder.

*Debt Service Reserve Account*” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

*DTC*” means Depository Trust Company, and its successors and assigns.

*Indenture*” means the Master Indenture of Trust securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, from the City to the Trustee, pursuant to which Senior Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Seventy-Fifth Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture.

[*Insured Bonds*” means the \$\_\_\_\_\_,000 principal amount of Bonds maturing on January 1, 20\_\_.]

[*Insurer*” or “\_\_\_\_\_” means \_\_\_\_\_, or any successor thereto or assignee thereof.]

*Interest Payment Date*” means January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 202\_\_.

*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

*Ordinance*” means the ordinance duly adopted and approved by the City Council of the City on \_\_\_\_\_, 2024, which authorizes the issuance and sale of the Bonds and the execution of this Seventy-Fifth Supplemental Indenture.

“Participant,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

[“Policy” means the Municipal Bond Insurance Policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Insured Bonds when due.]

“Principal and Interest Account” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

“Prior Airport Obligations” means the \$\_\_\_\_\_,000 outstanding aggregate principal amount of Chicago O’Hare International Airport General Airport [Senior] [Third] Lien Revenue [Refunding] Bonds, Series \_\_\_\_\_, constituting Senior Lien Obligations and more particularly described as follows:

Maturity (January 1)	Principal Amount	Interest Rate
20__	\$ ,000	. %
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	

“Project Account” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

“Program Fee Account” means the account of that name established in the 20\_\_ Dedicated Sub-Fund as described in Section 4.02.

“Qualified Credit Provider” means the issuer of a Qualified Reserve Account Credit Instrument, if any.

“Qualified Reserve Account Credit Instrument” means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody’s and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Seventy-Fifth Supplemental Indenture.

“Record Date” means June 15 and December 15 of each year.

“*Registered Owner*” means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

“*Reserve Requirement*” means, as of the date of computation, an amount equal to the lesser of (a) \$\_\_\_\_\_ and (b) the maximum amount of principal of and interest on the Bonds payable in the current or any future Bond Year.

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

“*Seventy-Fifth Supplemental Indenture*” means this Seventy-Fifth Supplemental Indenture and any amendments and supplements hereto.

“*S&P*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“*State*” means the State of Illinois.

“*Tax Certificates*” means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the date of issuance of the Bonds.

“*Trust Estate*” means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

“*20\_\_ Airport Projects*” means the Airport Projects being financed with the proceeds of the Bonds as described in the Tax Certificates.

“*20\_\_ Dedicated Sub-Fund*” means the fund of that name established and described in Section 4.02.

## ARTICLE II

### The Bonds

**Section 2.01. Series Authorized.** The Bonds are a Series of Senior Lien Obligations authorized and to be issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to the Ordinance, the Indenture and this Seventy-Fifth Supplemental Indenture. No Bonds may be issued under the provisions of this Seventy-Fifth Supplemental Indenture except in accordance with this Article. [The Bonds are being issued to provide funds to redeem the Prior Airport Obligations and to pay costs of issuance of the Bonds.] [The Bonds are being issued to provide funds (i) to pay, or to reimburse the City for payment of, costs of the 20\_\_ Airport Projects, including the refunding of Credit Agreement Notes, (ii) to fund



Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 202\_\_\_. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

**Section 2.03. Payment on the Bonds.** Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10 hereof, the principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10 hereof, the interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at the address of each such person as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), *provided* that each such wire transfer shall be made only with respect to a Registered Owner of \$1,000,000 or more in aggregate original principal amount of the Bonds as of the close of business on such Record Date.

**Section 2.04. Execution.** The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

**Section 2.05. Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Seventy-Fifth Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Seventy-Fifth Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

**Section 2.06. Form of Bonds; Temporary Bonds.** The Bonds issued under this Seventy-Fifth Supplemental Indenture shall be substantially in the form hereinbefore set forth,

with such appropriate variations, omissions and insertions as are permitted or required by this Seventy-Fifth Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations and of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of any equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

**Section 2.07. Delivery of Bonds.** Upon the execution and delivery of this Seventy-Fifth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (a) A copy, duly certified by the City Clerk, of the Ordinance;
- (b) Original executed counterpart of the Indenture;
- (c) Original executed counterpart of this Seventy-Fifth Supplemental Indenture;
- (d) A Counsel's Opinion to the effect that (i) the Indenture and this Seventy-Fifth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this Seventy-Fifth Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this Seventy-Fifth Supplemental Indenture;
- (e) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this Seventy-Fifth Supplemental Indenture;
- (f) The Certificate of the City required by Section 206(e) of the Indenture; and
- [(g) A Certificate of an Independent Airport Consultant or a Certificate of the City complying with Section 206(f) of the Indenture.]

[(h) Either the Certificate required by Section 206(f) of the Indenture or the Certificate of the City required by Section 207(b) of the Indenture.]

**Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed, *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners.** The City shall cause books for the registration and for the transfer of the Bonds as provided in this Seventy-Fifth Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date

may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent interest payment date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

**Section 2.10. Book-Entry Provisions.** The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Seventy-Fifth Supplemental Indenture to the contrary notwithstanding.

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

(b) *Replacement of the Securities Depository.* If the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City shall cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records

of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Date of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 original principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

**ARTICLE III**

**Redemption of Bonds Before Maturity**

**Section 3.01. Redemption Dates and Prices.** The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) *Optional Redemption.* The Bonds maturing on and after January 1, 20\_\_ are subject to redemption at the option of the City on or after January 1, 20\_\_, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$       ,000
20__	,000

The January 1, 20\_\_ Principal Installment of the 20\_\_ term Bonds is \$\_\_\_\_\_,000.

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ ,000
20__	,000
20__	,000

The January 1, 20\_\_ Principal Installment of the 20\_\_ term Bonds is \$ \_\_\_\_\_,000.

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the Chief Financial Officer of the City shall determine.

**Section 3.02. Notice of Redemption.** Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment, that from the redemption date interest will cease to accrue, and whether the redemption is conditioned upon sufficient moneys being available on the redemption date (or any other condition), shall be given by the Trustee by mailing a copy of such redemption notice not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Redemption notices shall be sent by first class mail, except that notices to Registered Owners of at least \$1,000,000 of Bonds shall be sent by registered mail. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

**Section 3.03. Deposit of Funds.** For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

**Section 3.04. Partial Redemption of Bonds.**

(a) If a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

**Section 3.05. Selection of Bonds for Redemption.** If less than all of the Bonds of like maturity and interest rate are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

## ARTICLE IV

### Revenues and Funds

**Section 4.01. Source of Payment of Bonds.** The Bonds are not general obligations of the City but limited obligations payable solely from Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 20\_\_ Dedicated Sub-Fund [, the Common Debt Service Reserve Sub-Fund on a parity with other Common Reserve Bonds] and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Seventy-Fifth Supplemental Indenture.

The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto.

**Section 4.02. Creation of Dedicated Sub-Fund and Accounts in the Debt Service Fund.**

(a) *Creation of 20\_\_ Dedicated Sub-Fund.* There is hereby created by the City and ordered established with the Trustee a separate and segregated Dedicated Sub-Fund within the Debt Service Fund, such Dedicated Sub-Fund to be designated the "Chicago O'Hare International Airport 20\_\_ Senior Lien Bond Dedicated Sub-Fund" (hereinafter called the "*20\_\_ Dedicated Sub-Fund*"). Moneys on deposit in the 20\_\_ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds, and shall not be used or available for the payment of any other Senior Lien Obligations.

(b) *Creation of Accounts.* There are hereby created by the City and ordered established with the Trustee separate Accounts within the 20\_\_ Dedicated Sub-Fund, designated as follows:

(i) *Costs of Issuance Account:* an Account to be designated the "Chicago O'Hare International Airport 20\_\_ Senior Lien Costs of Issuance Account" (hereinafter called the "*Costs of Issuance Account*");

(ii) *Program Fee Account*: an Account to be designated the “Chicago O’Hare International Airport 20\_\_ Senior Lien Program Fee Account” (hereinafter called the “*Program Fee Account*”);

(iii) *Principal and Interest Account*: an Account to be designated the “Chicago O’Hare International Airport 20\_\_ Senior Lien Principal and Interest Account” (hereinafter called the “*Principal and Interest Account*”);

(iv) *Capitalized Interest Account*: an Account to be designated the “Chicago O’Hare International Airport 20\_\_ Senior Lien Capitalized Interest Account (hereinafter called the “*Capitalized Interest Account*”).

(v) *Project Account*: an Account to be designated the “Chicago O’Hare International Airport 20\_\_ Senior Lien Project Account” (hereinafter called the “*Project Account*”); and

(vi) *Debt Service Reserve Account*: an Account to be designated the “Chicago O’Hare International Airport 20\_\_ Senior Lien Debt Service Reserve Account” (the “*Debt Service Reserve Account*”).

**Section 4.03. Application of Bond Proceeds and Available Funds.** The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) *Redemption, Payment or Defeasance of Prior Airport Obligations*: the amount of \$ \_\_\_\_\_ shall be applied by the Trustee for the redemption, payment or defeasance of the Prior Airport Obligations;

(b) *Deposit to Costs of Issuance Account*: the Trustee shall deposit the amount of \$ \_\_\_\_\_ into the Costs of Issuance Account;

(c) *Deposit to Capitalized Interest Account*: the Trustee shall deposit the amount of \$ \_\_\_\_\_ into the Capitalized Interest Account;

(d) *Deposit to Debt Service Reserve Account*: the Trustee shall deposit the amount of \$ \_\_\_\_\_ into the Debt Service Reserve Account, being an amount equal to the Reserve Requirement;

(e) *Deposit to Project Account*: the Trustee shall deposit the amount of \$ \_\_\_\_\_ into the Project Account;

(f) *Deposit to Common Debt Service Reserve Sub-Fund*: the Trustee shall deposit the amount of \$ \_\_\_\_\_ into the Common Debt Service Reserve Sub-Fund.

(g) *Payment to the Insurer*: the amount of \$ \_\_\_\_\_ shall be applied to pay the premium due to the Insurer for the Policy.

On the Date of Issuance, the Trustee shall transfer from the Debt Service Reserve Account of the Chicago O'Hare International Airport \_\_\_\_\_ Bond Dedicated Sub-Fund to the Debt Service Reserve Account, the sum of \$ \_\_\_\_\_, being the Reserve Requirement for the Bonds.

**Section 4.04. Deposits into 20\_\_ Dedicated Sub-Fund and Accounts Therein.** On January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 202\_\_ (each such date referred to herein as the "*Deposit Date*") there shall be deposited into the 20\_\_ Dedicated Sub-Fund from amounts on deposit in the Debt Service Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "*20\_\_ Deposit Requirement*"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) [for the January 1, 20\_\_ Deposit Date, the Principal Installment due January 1, 20\_\_, and thereafter,] one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date reduced (A) by moneys transferred from the Capitalized Interest Account and (B) in the case of each January 1 Deposit Date, by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account;

(b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement, including reimbursement of any Qualified Credit Provider; and

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 20\_\_ Deposit Requirement, there shall be deposited into the 20\_\_ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Seventy-Fifth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 20\_\_ Dedicated Sub-Fund and to one or more accounts therein.

**Section 4.05. Use of Moneys in Principal and Interest Account and the Debt Service Reserve Account for Payment of Bonds.** Moneys in the Principal and Interest Account shall be used (i) for payment of principal and interest due on each Payment Date with respect to the Bonds, and not otherwise provided for, ratably, without preference or priority of any kind, (ii) payment of the interest on Bonds called for optional redemption pursuant to Section 3.01(a) and (iii) payment of the Principal Installment of Bonds called for optional redemption pursuant to Section 3.01(a) to the extent of any amount deposited into the Principal and Interest Account for the payment of such Principal Installment..

Moneys in the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, without preference or priority of any kind, but only if and to the extent moneys are not available for such purpose in the Principal and Interest Account.

**Section 4.06. Use of Moneys in the Capitalized Interest Account, the Costs of Issuance Account and the Program Fee Account.** Moneys in the Capitalized Interest Account shall be used for transfer to the Principal and Interest Account to pay interest on the Bonds in the following amounts on the following Deposit Dates:

<u>Deposit Date</u>	<u>Amount</u>
---------------------	---------------

Any amount remaining in the Capitalized Interest Account on \_\_\_\_\_, 20\_\_ shall be withdrawn from this Capitalized Interest Account and deposited into the Principal and Interest Account.

Moneys in the Costs of Issuance Account shall be used solely for the payment or reimbursement of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a Certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account.

Moneys in the Program Fee Account shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

**Section 4.07. Tax Covenants.** The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds." The City covenants to comply with the provisions of the Tax Certificates.

**Section 4.08. Nonpresentment of Bonds.** If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be

restricted exclusively to such moneys, for any claim of whatever nature under the Indenture or this Seventy-Fifth Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

**Section 4.09. Moneys to Be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Seventy-Fifth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

**Section 4.10. Debt Service Reserve Account.**

(a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 307 of the Indenture. If on any valuation date as provided in Section 307 of the Indenture the amount on deposit in the Debt Service Reserve Account is more than the Reserve Requirement, the amount of such excess shall be transferred by the Trustee for deposit into the Revenue Fund established under the Indenture.

(b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Seventy-Fifth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds. Amounts deposited in the 20\_\_ Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Account Credit Instrument and next to make deposits into the Debt Service Reserve Account.

**[Section 4.11. Common Debt Service Reserve Sub-Fund.** The City hereby designates the Bonds as Common Reserve Bonds. The City and the Trustee covenant and agree that the Common Debt Service Reserve Sub-Fund is to be administered for the equal benefit, protection and security of the Owners of the Common Reserve Bonds and that, with respect to the Common Debt Service Reserve Sub-Fund, all Outstanding Common Reserve Bonds are on a parity and rank equally without preference, priority or distinction.]

**Section 4.12. Deposits into Project Account.** Pending application as provided in Section 4.13, moneys in the Project Account shall be held in trust by the Trustee as provided in Section 4.09.

**Section 4.13. Costs of 20\_\_ Airport Projects.** For the purposes of this Indenture, the costs of the 20\_\_ Airport Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the 20\_\_ Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damage incidence to or consequent upon the construction, installation and acquisition of the 20\_\_ Airport Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of 20\_\_ Airport Projects, and premiums on insurance, if any, in connection with such 20\_\_ Airport Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such 20\_\_ Airport Projects or the issuance of the Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such 20\_\_ Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such 20\_\_ Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such 20\_\_ Airport Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of 20\_\_ Airport Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section \_\_\_ specified, incident to the construction, installation and acquisition of 20\_\_ Airport Projects and the financing thereof, including the payment of interest on Bonds.

**Section 4.14. Disbursements from Project Account.** (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the Chief Financial Officer or the City Comptroller in respect of each payment, as to the following:

- (i) Item number of the payment;
- (ii) The name of the person, firm or corporation to whom the payment is due;
- (iii) The amount to be paid;
- (iv) The 20\_\_ Airport Project and purpose, by general classification, for which payment is to be made;
- (v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account (or such sub-account) and is due and has not been included in any prior requisition which has been paid;
- (vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City; and
- (vii) If applicable, that certain specified disbursements are not required to be certified by a Consulting Engineer pursuant to (b) below, specifying the amount of such disbursements and the reason that such disbursements need not be so certified.

(b) In respect to disbursements from the Project Account in payment for work done in connection with the construction, acquisition and installation of 20\_\_ Airport Projects, such

requisition, signed by the Chief Financial Officer or the City Comptroller, shall be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the designated sub-account of the Project Account and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such 20\_\_ Airport Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City. Notwithstanding the foregoing, no certificate of a Consulting Engineer shall be required with respect to disbursements for Costs of Issuance or other costs that the Chief Financial Officer or the City Comptroller shall have certified as being costs that are not directly related to the actual construction, acquisition and installation of 20\_\_ Airport Projects such as land acquisition, payment of auditor's fees and other similar costs that may otherwise be paid from the Project Accounts in compliance with the Tax Certificates.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate sub-account of the Project Account and the Trustee shall make disbursements in accordance with the directions from the Chief Financial Officer or the City Comptroller. The moneys held in the Project Account shall be invested in accordance with the requirements of Article V hereof.

**Section 4.15. Progress Reports and Completion Certificate.** (a) At least once each month during the period of the construction, installation and acquisition of each 20\_\_ Airport Project, the cost of which has been paid in whole or in part from Bond proceeds, the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such 20\_\_ Airport Project, including comparisons between the actual time elapsed and the actual costs incurred and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of the Bonds requesting copies thereof.

(b) Promptly after the completion of the construction, installation and acquisition of each such 20\_\_ Airport Project, the City will deliver to the Trustee a Certificate stating the date of such completion.

**Section 4.16. Permitted Transfers.** (a) Moneys in the Project Account (or any sub-account therein) may be transferred or withdrawn as shall be specified by a Certificate of the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts, which costs are permitted to be paid from Bond proceeds, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account, (iv) to redeem Bonds in accordance with the provisions of this Seventy-Fifth Supplemental Indenture, or (v) upon an Event of Default to pay the principal of and interest on the Bonds.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

- (i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;
- (ii) a Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Seventy-Fifth Supplemental Indenture; and
- (iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

## ARTICLE V

### Investment of Moneys

**Section 5.01. Investment of Moneys.** Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

**Section 5.02. Investment Income.** The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made.

## ARTICLE VI

### Discharge of Lien

**Section 6.01. Defeasance.** If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Seventy-Fifth Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Seventy-Fifth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Seventy-Fifth Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

## ARTICLE VII

### Concerning the Trustee

**Section 7.01. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Seventy-Fifth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Seventy-Fifth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Seventy-Fifth Supplemental Indenture other than as set forth in the Indenture and this Seventy-Fifth Supplemental Indenture, and this Seventy-Fifth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

**Section 7.02. Dealing in Bonds.** The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

## ARTICLE VIII

### Supplemental Indentures

**Section 8.01. Supplements or Amendments to Seventy-Fifth Supplemental Indenture.** This Seventy-Fifth Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

## ARTICLE IX

### Indenture Amendment

**Section 9.01. Written Consent to Indenture Amendment.** The Thirty-Seventh Supplemental Indenture from the City to the Trustee dated April 1, 2010, authorizes the amendment of the Indenture (the "*2010 Amendment*"). The 2010 Amendment deletes in full Section 413 of the Indenture which contains restrictions on the sale or transfer of the Airport. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Thirty-Seventh Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for all purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section may be revoked in writing as provided by subsection (b) of Section 803 of the Indenture.

## ARTICLE X

### Insurer Provisions

**Section 10.01. Insurer Provisions.** The City hereby designates \_\_\_\_\_ as the Insurer with respect to the Insured Bonds. The Insurer shall be entitled to the benefits of Section 1104 of the Indenture. Anything contained in this Seventy-Fifth Supplemental Indenture or in the Bonds to the contrary notwithstanding, the existence of all rights given to the Insurer hereunder or under the Indenture are expressly conditioned on the timely and full performance of the payment obligations of the Insurer under the Policy.

This Section 10.01 contains certain covenants and restrictions for the benefit of \_\_\_\_\_ which apply in addition to, and not in substitution of, the provisions of the Indenture. The following covenants shall apply only to the Insured Bonds and shall only be applicable during the period in which any Insured Bonds are Outstanding or any amounts are due to \_\_\_\_\_ under the Policy, and \_\_\_\_\_'s rights have not terminated pursuant to clause (a) of this Section 10.01. The covenants contained in this Section 10.01 may only be enforced by \_\_\_\_\_ and may be modified, amended or waived at any time with the prior written consent of \_\_\_\_\_ and without the consent of the Trustee (so long as such modification or amendment imposes no additional duties on the Trustee) or any holder of the Bonds.

(a) The existence of all rights given to \_\_\_\_\_ under this Seventy-Fifth Supplemental Indenture or the Indenture are expressly conditioned on the timely and full performance of the payment obligations of \_\_\_\_\_ under the Policy.

(b) \_\_\_\_\_ shall be considered the sole Owner of the Insured Bonds as provided in Section 1104 of the Indenture.

(c) It shall constitute an event of default hereunder for purposes of Section 901(d) of the Indenture if the City fails or refuses to comply with the provisions of the Indenture, or defaults in the performance or observance of any covenants, agreements or conditions on its part contained in the Indenture or the Senior Lien Obligations, which materially affects the rights of the Owners of the Senior Lien Obligations and the failure, refusal or default continues for a period of 45 days after written notice of it by the Trustee or the Owners of not less than 25% in principal amount of the Outstanding Senior Lien Obligations; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure is extended for such period as may be necessary to remedy the default with all due diligence, provided that such extension shall not exceed 45 days without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

(d) To the extent that this Seventy-Fifth Supplemental Indenture confers upon or gives or grants to \_\_\_\_\_ any right, remedy or claim under this Seventy-Fifth Supplemental Indenture, \_\_\_\_\_ is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(e) No amendment or modification of any provisions of this Seventy-Fifth Supplemental Indenture giving any right, remedy or claim to \_\_\_\_\_ may be made without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

(f) No amendment of the Indenture that materially and adversely alters the security for the Insured Bonds shall become effective without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

(g) The rights granted to \_\_\_\_\_ hereunder to request, consent to or direct any action are rights granted to \_\_\_\_\_ in consideration of its issuance of the \_\_\_\_\_ Policy. Any exercise by \_\_\_\_\_ of such rights is merely an exercise of \_\_\_\_\_'s contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the holders of the Insured Bonds nor does such action evidence any position of \_\_\_\_\_, positive or negative, as to whether Bondholder consent is required in addition to the consent of \_\_\_\_\_.

(h) Notwithstanding anything in the Indenture to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by \_\_\_\_\_ pursuant to the Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of \_\_\_\_\_, and \_\_\_\_\_ shall be subrogated to the rights of such registered owners. The term "Outstanding" under the Indenture includes Insured Bonds described in this clause (h). The lien of the Indenture shall not be discharged unless all amounts due or to become due to \_\_\_\_\_ hereunder have been paid in full or duly provided for.

(i) The City shall pay or reimburse \_\_\_\_\_, but only from Revenues and subject and subordinate to all then existing liens on and pledges of Revenues as security for the payment of Airport Obligations, any and all charges, fees, costs and expenses which \_\_\_\_\_ may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than amounts resulting from the failure of \_\_\_\_\_ to honor its obligations under the Policy. \_\_\_\_\_ reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture.

## ARTICLE XI

### Miscellaneous

**Section 11.01. Seventy-Fifth Supplemental Indenture as Part of Indenture.** This Seventy-Fifth Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Senior Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

**Section 11.02. Severability.** If any provision of this Seventy-Fifth Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 11.03. Payments Due on Saturdays, Sundays and Holidays.** If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

**Section 11.04. Counterparts.** This Seventy-Fifth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 11.05. Rules of Interpretation.** Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "whereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Seventy-Fifth Supplemental Indenture and not solely to the particular portion in which any such word is used.

**Section 11.06. Captions.** The captions and headings in this Seventy-Fifth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Seventy-Fifth Supplemental Indenture.

**Section 11.07. Additional Notices.** [Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Seventy-Fifth Supplemental Indenture at the addresses set forth in Section 1105 of the Indenture shall be given to the Insurer and to any Qualified Credit Provider of Qualified Credit Instruments held in the Debt Service Reserve Account at the same time and in the same manner.]

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

Attest:

By: \_\_\_\_\_  
Authorized Signatory

*Exhibit "B".*

---

---

CITY OF CHICAGO

To

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee

---

NINTH SUPPLEMENTAL INDENTURE

SECURING

CHICAGO O'HARE INTERNATIONAL AIRPORT  
PASSENGER FACILITY CHARGE REVENUE REFUNDING BONDS,  
SERIES \_\_\_\_\_

---

Dated as of \_\_\_\_\_ 1, 202\_

---

---

Supplementing a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City of Chicago to The Bank of New York Mellon Trust Company, N.A., as Trustee.

**NINTH SUPPLEMENTAL INDENTURE**

THIS NINTH SUPPLEMENTAL INDENTURE, made and entered into as of \_\_\_\_\_ 1, 202\_, from the CITY OF CHICAGO (the “City”), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Trustee”), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America and the State of Illinois;

**W I T N E S S E T H:**

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City owns and operates an airport known as Chicago O’Hare International Airport (“O’Hare”); and

WHEREAS, the City has entered into a Master Trust Indenture Securing Chicago O’Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008 with the Trustee (the “Indenture”) which authorizes the issuance of PFC Obligations (as defined in the Indenture) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as defined in the Indenture); and

WHEREAS, the City has determined to refund and defease the Prior PFC Bonds (as hereinafter defined) and in order to finance the costs of refunding the Prior PFC Bonds, the City has authorized the issuance and sale of \$\_\_\_\_,000 aggregate principal amount of Chicago O’Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series \_\_\_\_\_ (the “Bonds”); and

WHEREAS, the Indenture provides that the City shall execute and deliver to the Trustee a Supplemental Indenture in connection with the issuance of the Bonds; and

WHEREAS, the City has taken all action necessary to cause the Bonds issued pursuant to this Ninth Supplemental Indenture to be valid and binding PFC Obligations; and

WHEREAS, the Bonds, and the Trustee’s Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Ninth Supplemental Indenture, to wit:

[Form of Bond]

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
CITY OF CHICAGO  
Chicago O'Hare International Airport  
Passenger Facility Charge Revenue Refunding Bond, Series 2020\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
%	January 1, 20__	_____, 202__	

Registered Owner: Cede & Co.

Principal Amount:

CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount specified above, and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360 day year consisting of twelve 30 day months, payable on \_\_\_\_\_ 1, 20\_\_ and semi-annually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust operations office of The Bank of New York Mellon Trust Company, N.A., as Trustee, or its successor in trust (the "Trustee"); provided, however, that payment of the interest on any Interest Payment Date shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date or (ii) made by wire transfer to such registered owner as of the close of business on

such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

This Bond is one of an authorized series of bonds limited in aggregate principal amount to \$ \_\_\_\_\_ (the “*Bonds*”) issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Trust Indenture Securing Chicago O’Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City to The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”), as supplemented by a Ninth Supplemental Indenture, dated as of \_\_\_\_\_ 1, 20\_\_, from the City to the Trustee (collectively, the “*Indenture*”), for the purpose of paying costs related to the refunding of passenger facility charge revenue bonds of the City previously issued to finance certain projects at Chicago O’Hare International Airport.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

The Bonds and the interest thereon are payable from PFC Revenues pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee. Copies of the Indenture are on file at the corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and

remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or the owner's duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or the owner's duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20\_\_, are subject to mandatory redemption, in part and by lot as provided in the Indenture, at a Redemption Price equal to the principal amount of such Bonds or portions thereof to be redeemed, on January 1 of each of the years 20\_\_ to 20\_\_, both inclusive, from mandatory Sinking Fund Payments in the annual amounts set forth in the Ninth Supplemental Indenture.

The Bonds maturing on or after January 1, 20\_\_, are subject to redemption at the option of the City, on or after January 1, 20\_\_, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and, with respect to Bonds of the same maturity and interest rate, by lot, at a Redemption Price equal to the principal amount of such Bonds or portions thereof to be redeemed, in each case together with accrued interest to the redemption date.

Notice of any such redemption must be given by the Trustee by first class mail not less than 30 nor more than 60 days prior to the date fixed for redemption to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds for which notice has been validly given.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Defeasance Obligations maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
City Clerk

[DTC Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[Form of Trustee's Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 202\_\_ Bonds described in the within-mentioned Indenture.

Date of Authentication:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

[Form of Assignment]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint

\_\_\_\_\_

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature:

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to PFC Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Ninth Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds without privilege, priority or distinction as to the lien or otherwise of any of the

foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV of this Ninth Supplemental Indenture, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, this Ninth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Ninth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Ninth Supplemental Indenture shall remain in full force and effect;

THIS NINTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

## ARTICLE I

### Authorization and Definitions

**Section 1.01. Authorization for Ninth Supplemental Indenture.** This Ninth Supplemental Indenture is a "*Supplemental Indenture*" as defined in the Indenture and is executed and delivered by the City by virtue of and pursuant to the home rule powers of the City and Section 701 of the Indenture. The City has ascertained and hereby determines and declares that the execution and delivery of this Ninth Supplemental Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order better to secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

**Section 1.02. Definitions.** All capitalized terms used in this Ninth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Ninth Supplemental Indenture:

“*Authorized Denomination*” means \$5,000 or any integral multiple thereof.

“*Bondholder*” or “*holder*” or “*Bondowner*” or “*owner of the Bonds*” or “*registered owner*” means the Registered Owner of any Bond.

“*Bond Registrar*” means the person appointed to serve as Bond Registrar pursuant to Section 2.03.

“*Bonds*” means the Chicago O’Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 20\_\_\_, of the City, authorized to be issued by the Ordinance, the Indenture and Section 2.02 of this Ninth Supplemental Indenture.

“*Business Day*” means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close or on which the New York Stock Exchange is closed.

“*City*” means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

“*Code*” means the United States Internal Revenue Code of 1986. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the date of issuance of the Bonds.

“*Date of Issuance*” means \_\_\_\_\_, 202\_, the date of original issuance and delivery of the Bonds.

“*DTC*” means The Depository Trust Company, and its successors and assigns.

“*Indenture*” means the Master Trust Indenture Securing Chicago O’Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008, from the City to the Trustee, pursuant to which PFC Obligations are authorized to be issued, and any amendments and supplements thereto, including this Ninth Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture only.

“*Interest Payment Date*” means January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_.

“*Moody’s*” means Moody’s Investors Service, Inc, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

“*Ninth Supplemental Indenture*” means this Ninth Supplemental Indenture and any amendments and supplements hereto.

“*Ordinance*” means the \_\_\_\_\_ Ordinance duly adopted and approved by the City Council of the City on \_\_\_\_\_, 2024, which authorizes the issuance and sale of the Bonds and the execution of this Ninth Supplemental Indenture.

“*Participant*,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

“*PFC 2010A Bonds*” means all of the \$\_\_\_\_\_ outstanding aggregate principal amount of Chicago O’Hare International Airport Passenger Facility Charge Revenue Bonds, Series 2010A, of the City.

“*PFC 2010B Bonds*” means all of the \$\_\_\_\_\_ outstanding aggregate principal amount of Chicago O’Hare International Airport Passenger Facility Charge Revenue Bonds, Series 2010B, of the City.

“*Prior PFC Bonds*” means, collectively, the PFC 2010A Bonds and the PFC 2010B Bonds.

“*Qualified Reserve Account Credit Instrument*” means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations are rated “*Aa*” or better by Moody’s or “*AA*” or better by S&P as of the date of issuance thereof.

“*Record Date*” means June 15 and December 15 of each year.

“*Registered Owner*” or “*Owner*” means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose by the Trustee in accordance with the provisions of this Ninth Supplemental Indenture.

“*Reserve Requirement*” means, as of the date of the computation, an amount equal to the lesser of (i) \$\_\_\_\_\_, or (ii) the maximum amount of Annual Debt Service payable on the Bonds for the current or any future Bond Year.

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

“*S&P*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

“*State*” means the State of Illinois.

“*Tax Certificates*” means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the Date of Issuance.

“*Trust Estate*” means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor to BNY Midwest Trust Company, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

## ARTICLE II

### The Bonds

**Section 2.01. Authorized Purposes and Amount of Bonds.** No Bonds may be issued under the provisions of this Ninth Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to refund the Prior PFC Bonds and to pay Costs of Issuance of the Bonds. Except as provided in Section 2.09, the total principal amount of Bonds that may be issued hereunder is expressly limited to \$\_\_\_\_,000.

**Section 2.02. Issuance of Bonds.** The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_,000, shall constitute a Series of PFC Obligations under the Indenture and shall be designated “City of Chicago, Chicago O’Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 20\_\_\_\_.”

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall mature on January 1 of each of the following years in the following principal amounts and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$	%
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 202\_. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

**Section 2.03. Payments on the Bonds.** The Trustee is appointed as the Paying Agent and Bond Registrar for the Bonds. Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from their date or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10 the principal of and redemption premium, if any, on all Bonds shall be payable at the corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to

the registered owners at such owner's address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to a Registered Owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on such Record Date.

**Section 2.04. Execution.** The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile of the seal. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance, which authorizes the execution and delivery of this Ninth Supplemental Indenture. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

**Section 2.05. Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ninth Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ninth Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds.

**Section 2.06. Form of Bonds; Temporary Bonds.** The Bonds issued under this Ninth Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Ninth Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal

principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

**Section 2.07. Delivery of Bonds.** Upon the execution and delivery of this Ninth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as provided in Section 207(a) of the Indenture. Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee each of the items listed in subsections (a), (b) and (e) of Section 207 of the Indenture.

**Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners.** The City shall cause books for the registration and for the transfer of the Bonds as provided in this Ninth Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or such Owner's attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like maturity, interest rate and aggregate principal amount.

Bonds may be exchanged at the corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity and interest rate and of other Authorized Denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date for defaulted interest may be established by the Trustee by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent Interest Payment Date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

**Section 2.10. Book-Entry Provisions.** The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository.

(a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in same day funds on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Ninth Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth in this Ninth Supplemental Indenture. If such different manner of payment is agreed upon, the City shall give the

Trustee written notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) Replacement of the Securities Depository. If (i) the City determines or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City may (or in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 in aggregate principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the corporate trust office of the Trustee.

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

beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

### ARTICLE III

#### Redemption of Bonds Before Maturity

**Section 3.01. Redemption Dates and Prices.** The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) Optional Redemption. The Bonds maturing on or after January 1, 20\_\_, are subject to redemption at the option of the City, on or after January 1, 20\_\_, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and, with respect to Bonds of the same maturity and interest rate, by lot, at a Redemption Price equal to the principal amount of such Bonds or portions thereof to be redeemed, in each case together with accrued interest to the redemption date.

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on January 1, 20\_\_, are subject to mandatory redemption, in part by and lot as provided in the Indenture, at a Redemption Price equal to the principal amount of such Bonds or portions thereof to be redeemed, from mandatory Sinking Fund Payments that are hereby established and due on January 1 of the following years in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The final maturity amount established for the Bonds maturing on January 1, 20\_\_ is \$\_\_\_\_\_.

(c) Reduction of Sinking Fund Payments. In the event of the optional redemption by the City of less than all the Bonds of like maturity with respect to which Sinking Fund Payments have been established, the principal amount so redeemed shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount established with respect to such Bonds, in such amount and against such Sinking Fund Payment or final maturity amount as shall be determined by the City in a certificate of the Chief Financial Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited pro rata (rounded in such manner as the Trustee shall determine) against the unsatisfied balance of the applicable Sinking Fund Payments and final maturity amount.

**Section 3.02. Notice of Redemption.** Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of such redemption notice by first class mail not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address of such Registered Owner shown on the registration books. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds for which notice has been validly given.

**Section 3.03. Deposit of Funds.** For the redemption of any of the Bonds, the City shall establish a redemption account for the benefit of the owners of the Bonds to be redeemed and shall cause to be deposited in the account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date.

**Section 3.04. Partial Redemption of Bonds.** In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof. Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of like maturity and interest rate and of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

**Section 3.05. Selection of Bonds for Redemption.** If less than all of the Bonds of the same maturity and interest rate are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

## ARTICLE IV

### Revenues and Funds

**Section 4.01. Limited Obligations.** The Bonds are not general obligations of the City but are limited obligations payable from the PFC Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the Series 20\_\_ Dedicated Sub-Fund created under Section 4.02 and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise

expressly authorized in the Indenture or in this Ninth Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto.

**Section 4.02. Creation of Sub-Fund and Accounts in the Bond Fund.**

(a) Creation of Series 20 \_\_\_ Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Bond Fund, such sub-fund to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Revenue Bond Dedicated Sub-Fund” (the “*Series 20 \_\_\_ Dedicated Sub-Fund*”). Moneys on deposit in the Series 20 \_\_\_ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds and shall not be used or available for the payment of any other PFC Obligations.

(b) Creation of Accounts. There are hereby created by the City and ordered established with the Trustee separate Accounts within the Series 20 \_\_\_ Dedicated Sub-Fund, designated as follows:

(1) *Costs of Issuance Account:* an Account to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Costs of Issuance Account” (the “*Costs of Issuance Account*”);

(2) *Administrative Expense Account:* an Account to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Administrative Expense Account” (the “*Administrative Expense Account*”);

(3) *Debt Service Reserve Account:* an Account to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Debt Service Reserve Account” (the “*Debt Service Reserve Account*”);

(4) *Principal Account:* an Account to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Principal Account” (the “*Principal Account*”);

(5) *Interest Account:* an Account to be designated the “Chicago O’Hare International Airport Series 20 \_\_\_ Passenger Facility Charge Interest Account” (the “*Interest Account*”); and

(6) *Rebate Account*: an Account to be designated the “Chicago O’Hare International Airport Series 20\_\_ Passenger Facility Charge Rebate Account” (the “*Rebate Account*”).

**Section 4.03. Application of Bond Proceeds and Available Funds.** (a) The \$\_\_\_\_\_ of proceeds received by the City from the sale of the Bonds shall be held in trust by the Trustee and shall be deposited and applied as follows:

(1) \$\_\_\_\_\_ shall be deposited into the Costs of Issuance Account; and

(2) \$\_\_\_\_\_ shall be applied in connection with the redemption and defeasance of the Prior PFC Bonds in accordance with Section 601 of the Indenture.

(b) On the Date of Issuance, \$\_\_\_\_\_ held in the Chicago O’Hare International Airport Series 2010A-D Passenger Facility Charge Debt Service Reserve Account shall be applied as follows:

(1) \$\_\_\_\_\_ shall be applied in connection with the redemption and defeasance of the Prior PFC Bonds in accordance with Section 601 of the Indenture; and

(2) the Trustee shall transfer into the Debt Service Reserve Account, the amount of \$\_\_\_\_\_, consisting of cash in the amount of \$\_\_\_\_\_ and securities having a value of \$\_\_\_\_\_.

(c) On the Date of Issuance, moneys held in the Chicago O’Hare International Airport Series 2010A-D Passenger Facility Charge Principal Account and in the Chicago O’Hare International Airport Series 2010A-D Passenger Facility Charge Interest Account in the aggregate amount of \$\_\_\_\_\_ shall be held in trust by the Trustee for the redemption and defeasance of the Prior PFC Bonds in accordance with Section 601 of the Indenture.

**Section 4.04. Deposits into Series 20\_\_ Dedicated Sub-Fund and Accounts.**

(a) On the 25<sup>th</sup> day of each month, commencing \_\_\_\_\_ 25, 202\_ (each such date referred to herein as the “*Deposit Date*”) there shall be deposited into the Series 20\_\_ Dedicated Sub-Fund from amounts on deposit in the Bond Fund an amount equal to the aggregate of the amounts set forth in subsection (b) of this Section, which amounts shall have been calculated by the Trustee on the 15<sup>th</sup> day of each month (such aggregate amount with respect to any Deposit Date being referred to herein as the “*Series 20\_\_ Deposit Requirement*”).

(b) On each Deposit Date the Trustee shall make the following deposits in the following order of priority and if the moneys deposited into the Series 20\_\_ Dedicated Sub-Fund are insufficient to make any required deposit, the deposit shall be made up on

the next Deposit Date after required deposits into other Accounts having a higher priority shall have been made in full:

(i) for deposit into the Interest Account, an amount equal to the lesser of (A) (i) prior to \_\_\_\_\_ 25, 20\_\_, one-\_\_\_\_\_ of the interest due on the Bonds on \_\_\_\_\_ 1, 20\_\_, and (ii) on and after \_\_\_\_\_ 25, 20\_\_, one-sixth of the interest due on the Bonds on the next Interest Payment Date, or (B) the amount required so that the sum held in the Interest Account, will equal the interest due on the Bonds on the next Interest Payment Date;

(ii) for deposit into the Principal Account, an amount equal to the lesser of (A) (i) prior to \_\_\_\_\_ 25, 20\_\_, one-\_\_\_\_\_ of the Principal Installment due on the Bonds on \_\_\_\_\_ 1, 20\_\_ and (ii) on and after \_\_\_\_\_ 25, 20\_\_, one-twelfth of the Principal Installment due on the Bonds on the first day of January next ensuing, or (B) the amount required so that the sum then held in the Principal Account will equal the Principal Installment due on the Bonds on the first day of January next ensuing;

(iii) commencing on the first Deposit Date following any draw of moneys under any Qualified Reserve Account Credit Instrument, to the Credit Provider of the Qualified Reserve Account Credit Instrument as reimbursement for such draw, any amount specified by the City in a Certificate filed with the Trustee prior to such first Deposit Date, which Certificate shall specify the monthly deposit amounts to be made pursuant to this clause (iii) in order to fully restore the coverage of the Qualified Reserve Account Credit Instrument within one year of the date of initial draw thereunder;

(iv) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement;

(v) for deposit into the Rebate Account, any amount so specified by the City in a Certificate filed with the Trustee; and

(vi) for deposit into the Administrative Expense Account, the amount estimated by the City in writing to be required as of the close of business on such Deposit Date to pay all Administrative Expenses, with respect to the Bonds during the 60 day period commencing on such Deposit Date.

(c) In addition to the Series 20\_\_ Deposit Requirement, there shall be deposited into the Series 20\_\_ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Ninth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into

the Series 20\_\_ Dedicated Sub-Fund and to one or more accounts in the Series 2020E Dedicated Sub-Fund.

(d) Upon calculation by the Trustee of each Series 20\_\_ Deposit Requirement under this Section, the Trustee shall notify the City of the Series 20\_\_ Deposit Requirement and the Deposit Date to which it relates together with such supporting documentation and calculations as the City may reasonably request.

(e) If on any Deposit Date, the amount held in the Series 20\_\_ Dedicated Sub-Fund for deposit to the various Accounts shall be less than the unsatisfied amount of the Series 20\_\_ Deposit Requirement for such Deposit Date, the City shall withdraw, or cause to be withdrawn, from the PFC Capital Fund and paid to the Trustee for deposit into the Series 20\_\_ Dedicated Sub-Fund the amount necessary to cure such deficiency.

**Section 4.05. Interest Account.** The Trustee shall withdraw from the Interest Account, prior to each Interest Payment Date, an amount equal to the interest due on the Bonds and apply the same to the payment of such interest.

**Section 4.06. Principal Account.** (a) The Trustee shall withdraw from the Principal Account, prior to each January 1 Payment Date, an amount equal to the Principal Installment of the Bonds maturing on that date, and apply the same to the payment of such Principal Installment when due.

(b) The Trustee shall establish and maintain in the Principal Account a separate account for each particular group of Bonds that mature on a single date and for which Sinking Fund Payments are established pursuant to Section 3.01(b). Moneys paid into the Principal Account as a Sinking Fund Payment in any year shall upon receipt be segregated and set aside in said accounts in proportion to the respective amounts of the Sinking Fund Payment on the next ensuing January 1 Payment Date with respect to the particular Bonds for which each such account is maintained.

(c) The Trustee shall apply moneys in any account established in the Principal Account as provided in subsection (b) of this Section to the purchase or redemption of the Bonds for which such account is maintained in the manner provided in this Section and Article III or to the payment of the principal thereof at maturity. If at any date there shall be moneys in any such account and there shall be Outstanding none of the Bonds for which such account was established, said account shall be closed and the moneys therein shall be withdrawn therefrom and be applied by the Trustee as if paid into the Principal Account on that date.

(d) On or prior to the first day of November of each year, the moneys held for the payment of any particular Sinking Fund Payment, at the written request of an Authorized Officer, may be applied for the purchase of Bonds of the maturity for which such Sinking Fund Payment was established in an amount not exceeding that necessary to

complete the retirement of the unsatisfied balance of Bonds to be redeemed from such Sinking Fund Payment on the first day of January next ensuing. Bonds purchased pursuant to this subsection shall be cancelled by the Trustee and the principal amount thereof shall be credited against the unsatisfied balance of the applicable Sinking Fund Payment next due and payable. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond shall be debited from the Principal Account and shall not exceed the Redemption Price of such Bond applicable upon its redemption on the next date on which such Bond could be redeemed in accordance with its terms by the application of Sinking Fund Payments. Subject to the limitations hereinbefore set forth or referred to in this subsection, the Trustee shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) as directed by the City in a certificate of an Authorized Officer filed with the Trustee. Accrued interest on Bonds purchased pursuant to this subsection shall be paid from the Interest Account.

(e) As soon as practicable after the 60<sup>th</sup> and before the 30<sup>th</sup> day prior to the date of each Sinking Fund Payment, the Trustee shall call for redemption on said date and by application of said Sinking Fund Payment such principal amount of the Bonds entitled to such Sinking Fund Payment as is required to redeem the unsatisfied balance of such Sinking Fund Payment. The Trustee shall withdraw from the Principal Account, prior to each sinking fund redemption date, an amount equal to the Redemption Price of the Bonds called for redemption on said date, and apply the same to the payment of the Redemption Price of said Bonds when due.

**Section 4.07. Timing of Bond Payment Withdrawals.** All withdrawals from the Interest Account or the Principal Account under Section 4.05, Section 4.06(a) or Section 4.06(e) shall be made no earlier than three days prior to the Payment Date to which they relate, and the amount so withdrawn shall, for all purposes of this Ninth Supplemental Indenture, be deemed to remain and be a part of the respective Account until the applicable Payment Date.

**Section 4.08. Debt Service Reserve Account.** (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, (iii) cash, or (iv) a combination thereof. Any Qualified Reserve Account Credit Instrument shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Ninth Supplemental Indenture.

(b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments

shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Ninth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro-rata basis to the extent of available funds.

(c) If on the Business Day prior to any Interest Payment Date there shall not be a sufficient amount in the Interest Account available to provide for the payment of the interest on the Bonds due on such Interest Payment Date, the Trustee shall withdraw from the Debt Service Reserve Account and pay into the Interest Account the amount needed to cure such deficiency.

(d) If on the Business Day prior to any January 1 Payment Date there shall not be a sufficient amount in the Principal Account to provide for the payment of the Principal Installments on the Bonds due on such January 1 Payment Date, the Trustee, after making any withdrawal required by subsection (c) of this Section, shall withdraw from the Debt Service Reserve Account and pay into the Principal Account the amount needed to cure such deficiency.

(e) If on any date all withdrawals or payments from the Debt Service Reserve Account required by any other provision of the Indenture or this Ninth Supplemental Indenture shall have been made, the Trustee, at the direction of the City expressed in a Certificate of an Authorized Officer filed with the Trustee, shall withdraw from the Debt Service Reserve Account the amount of any excess therein over the Reserve Requirement and either (a) deposit such moneys into any one or more of the Funds and Accounts maintained under the Indenture or this Ninth Supplemental Indenture or (b) pay such moneys to the City for deposit in the PFC Capital Fund.

(f) At the direction of the City expressed in a Certificate of an Authorized Officer filed with the Trustee, moneys in the Debt Service Reserve Account may be withdrawn from the Debt Service Reserve Account and deposited with the Trustee for the payment of the principal or Redemption Price of or the interest on Bonds in accordance with Section 601 of the Indenture, provided that immediately after such withdrawal the amount held in the Debt Service Reserve Account equals or exceeds the Reserve Requirement.

**Section 4.09. Costs of Issuance Account.** The Trustee shall apply moneys in the Costs of Issuance Account for the payment of Costs of Issuance of the Bonds as directed in a Certificate of an Authorized Officer filed with the Trustee. If, after payment of all Costs of Issuance of the Bonds, there shall be any balance remaining in the Costs of Issuance Accounts, such balance, at the direction of an Authorized Officer filed with the

Trustee, shall be withdrawn from the Costs of Issuance Accounts and deposited into the Interest Account.

**Section 4.10. Administrative Expense Account.** Moneys in the Administrative Expense Account shall be used for the payment of Administrative Expenses as directed by the City in one or more Certificates of an Authorized Officer filed with the Trustee.

**Section 4.11. Tax Covenants.** The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from Federal income taxation of interest on the Bonds, including, but not limited to, the provisions of Section 148 of the Code relating to “arbitrage bonds”. The City covenants to comply with the provisions of the Tax Certificates.

**Section 4.12. Rebate Account.** At the written direction of the City, moneys in the Rebate Account shall be withdrawn to make arbitrage rebate payments with respect to the Bonds as required by Section 148(f) of the Code. The Trustee shall not be responsible for determining whether or in what amount such payments should be made.

**Section 4.13. Use of the PFC Capital Fund.** The City covenants and agrees that the amounts in the PFC Capital Fund will be used whenever necessary to make punctual payment of the Principal Installments of and the interest on the Bonds and of any arbitrage rebate amount payable pursuant to Section 148(f) of the Code.

**Section 4.14. Moneys to be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Ninth Supplemental Indenture, other than the Rebate Account, shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

## ARTICLE V

### Investment of Moneys

**Section 5.01. Investment of Moneys.** Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested and valued in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

**Section 5.02. Investment Income.** The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting

from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made.

## ARTICLE VI

### Discharge of Lien

**Section 6.01. Defeasance.** If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 601 of the Indenture, then this Ninth Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Ninth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Ninth Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

## ARTICLE VII

### Concerning the Trustee

**Section 7.01. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Ninth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth in this Ninth Supplemental Indenture and in the Indenture. Except as otherwise expressly set forth in this Ninth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Ninth Supplemental Indenture other than as set forth in the Indenture and this Ninth Supplemental Indenture, and this Ninth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

**Section 7.02. Dealing in Bonds.** The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee, or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

## ARTICLE VIII

### Supplemental Indentures

**Section 8.01. Supplements or Amendments to Ninth Supplemental Indenture.** This Ninth Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

**Section 8.02. Consent of Credit Provider Required.** A supplemental indenture under this Article shall not become effective unless each Credit Provider for the Bonds (if any) shall have consented to the execution and delivery of such supplemental indenture, provided that no such consent shall be required of a Credit Provider if such Credit Provider shall have failed to perform its obligations under its Credit Facility with respect to the Bonds.

## ARTICLE IX

### Indenture Amendment

**Section 9.01. Written Consent to Indenture Amendment.** The Sixth Supplemental Indenture from the City to the Trustee dated May 1, 2010, authorizes the amendment of the Indenture (the "*2010 Amendment*"). The 2010 Amendment deletes in full Section 503 of the Indenture which contains restrictions on the sale or transfer of O'Hare. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Sixth Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for all purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section may be revoked in writing as provided by subsection (b) of Section 803 of the Indenture.

## ARTICLE X

### Miscellaneous

**Section 10.01. Ninth Supplemental Indenture as Part of Indenture.** This Ninth Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to PFC Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

**Section 10.02. Severability.** If any provision of this Ninth Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or

unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 10.03. Payments Due on Saturdays, Sundays and Holidays.** If any payment of interest or principal or premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

**Section 10.04. Counterparts.** This Ninth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.05. Rules of Interpretation.** Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Ninth Supplemental Indenture and not solely to the particular portion in which any such word is used.

**Section 10.06. Captions.** The captions and headings in this Ninth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Ninth Supplemental Indenture.

**Section 10.07. Applicable Law.** This Ninth Supplemental Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

[SEAL]

Attest:

By: \_\_\_\_\_  
Authorized Signatory

DECLARATION OF OFFICIAL INTENT FOR 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 Committee on Finance submitted the following report:

CHICAGO, June 12, 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 bonds to 208 LaSalle Owner LLC for a mixed low- and moderate-income and market rate housing development at 208 South LaSalle Street in the 42<sup>nd</sup> Ward (O2024-0009577), in an amount up to \$70,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available 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, 208 LaSalle Owner LLC, an Illinois limited liability company (the "Developer"), of which RCP Holdings LLC, an Illinois limited liability company, is the 100 percent owner, of which The Prime Group, Inc., an Illinois corporation, owns a 20 percent interest, Michael W. Reschke owns a 56.08 percent interest and Edward J. John owns a 23.92 percent interest; and

WHEREAS, Developer owns certain property located generally at 208 South LaSalle Street in the City (the "Property"); and

WHEREAS, The Developer has proposed a certain mixed low- and moderate- income and market rate housing development project consisting of the conversion and rehabilitation of approximately four floors of a building located on the Property to contain approximately 226 residential dwelling units therein, of which approximately 68 will be affordable rental units together with certain common areas and residential amenities, and shall be known as the "Project"; and

WHEREAS, The Developer has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$70,500,000 (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 Developer, or an entity affiliated with or related to the Developer, for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Developer 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 \$70,500,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Developer 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 Developer and/or an entity or entities affiliated with or related to the Developer.

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.

---

DECLARATION OF OFFICIAL INTENT FOR ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO 111 W. MONROE LLC FOR MIXED LOW- AND MODERATE-INCOME AND MARKET RATE HOUSING DEVELOPMENT AT 111 W. MONROE ST.

[O2024-0009604]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 bonds to 111 W. Monroe LLC for a mixed low- and moderate-income and market rate housing development at 111 West Monroe Street in the 34<sup>th</sup> Ward (O2024-0009604), in an amount up to \$88,000,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available 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, 111 W. Monroe LLC, an Illinois limited liability company (the "Developer"), of which Prime/Capri Interests LLC, an Illinois limited liability company, is the sole manager and owner, of which (i) MWR Holdings LLC, an Illinois limited liability company ("MWR Holdings") owns a 50 percent interest, and Michael W. Reschke owns an 81.85 percent interest in MWR Holdings, and (ii) Capri Investor LLC, an Illinois limited liability company, owns a 50 percent interest, of which Primo Investor LLC, a Delaware limited liability company owns an 80 percent interest, of which Quintin E. Primo III owns a 51 percent interest and the Primo 2012 Descendants Trust owns a 39.2 percent interest; and

WHEREAS, Developer owns certain property located generally at 111 West Monroe Street in the City (the "Property"); and

WHEREAS, The Developer has proposed a certain mixed low- and moderate-income and market rate housing development project consisting of the rehabilitation of approximately 11 floors of a building located on the Property to contain approximately 345 residential dwelling units therein, of which approximately 105 will be affordable rental units for families below 80 percent area median income, associated areas in such building and associated parking, and shall be known as the "Project"; and

WHEREAS, The Developer has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$88,000,000 (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 Developer, or an entity affiliated with or related to the Developer, for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Developer 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 \$88,000,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Developer 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 Developer and/or an entity or entities affiliated with or related to the Developer.

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.

---

ISSUANCE OF CITY'S SECOND LIEN WATER REVENUE BONDS, SERIES 2024A.  
[SO2024-0009602]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred a substitute ordinance concerning the issuance of the City's Second Lien Water Revenue Bonds, Series 2024 (SO2024-0009602), 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

*Part A.*

*Introduction.*

*Article I.*

*Authority And Findings.*

**SECTION 1.01 Authority.** This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. This Ordinance authorizes the issuance of Second Lien Water Revenue Refunding Bonds, Series 2024A as follows: (i) Part B of this Ordinance authorizes the issuance and sale of Second Lien Water Revenue Refunding Bonds, Series 2024A (the "Series 2024A Second Lien Bonds") in one or more series, in such principal amount and with such terms and provisions as are set forth in Part B of this

Ordinance, in the Amended and Restated Second Lien Bonds Master Indenture previously approved by the City and in a Series 2024A Supplemental Indenture the execution and delivery of which is authorized in Part B of this Ordinance; (ii) Part C of this Ordinance sets forth provisions generally applicable to the Series 2024A Second Lien Bonds.

SECTION 1.02 Findings. It is found and declared as follows:

(a) The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the Constitution, and a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the Water System to meet the needs of the City's inhabitants and other users of the Water System and for fire protection. The Water System is operated under the supervision and control of the Department of Water Management of the City.

(c) The City has determined to improve and expand the Water System, and to issue bonds and other obligations to pay the costs of such improvement and expansion.

(d) The City has previously issued and has outstanding: (i) pursuant to an ordinance passed by the City Council on November 17, 1999 (the "Series 2000 Bond Ordinance") its Second Lien Water Revenue Bonds, Series 2000 (the "Series 2000 Second Lien Bonds"); (ii) pursuant to an ordinance passed by the City Council on October 31, 2001 (the "Series 2001 Bond Ordinance") its Second Lien Water Revenue Refunding Bonds, Series 2001 (the "Series 2001 Second Lien Bonds"); (iii) pursuant to an ordinance passed by the City Council on May 26, 2004 (the "Series 2004 Ordinance"), as amended by an ordinance passed by the City Council on March 14, 2012 and as further amended by an ordinance passed by the City Council on May 9, 2012 (collectively the "Series 2012 Bond Ordinance") its Second Lien Water Revenue Refunding Bonds, Series 2004 (the "Series 2004 Second Lien Bonds"); (iv) pursuant to an ordinance passed by the City Council on September 27, 2007 (the "Series 2008 Bond Ordinance") its Second Lien Water Revenue Project and Refunding Bonds, Series 2008 (the "Series 2008 Second Lien Bonds"); (v) pursuant to an ordinance passed by the City Council on September 8, 2010 (the "Series 2010 Bond Ordinance") its Second Lien Water Revenue Bonds, Project and Refunding Series 2010A, Second Lien Water Revenue Bonds, Taxable Project Series 2010B (Build America Bonds -- Direct Payment) and Second Lien Water Revenue Bonds, Taxable Project Series 2010C (Qualified Energy Conservation Bonds -- Direct Payment) (collectively, the "Series 2010 Second Lien Bonds"); (vi) pursuant to the Series 2012 Bond Ordinance its Second Lien Water Revenue Bonds, Project Series 2012 (the "Series 2012 Second Lien Bonds"); (vii) pursuant to an ordinance passed by the City Council on April 30, 2014 (the "Series 2014 Bond Ordinance") its Second Lien Water Revenue Project and Refunding Bonds, Series 2014 (the "Series 2014 Second Lien Bonds"); (viii) pursuant to an ordinance passed by the City Council on March 16, 2016 (the "Series 2016 Bond Ordinance") its Second Lien Water Revenue Bonds, Series 2016A-1 and Series 2016A-2 (collectively, the "Series 2016A Second Lien Bonds"); (ix) pursuant to an ordinance passed by the City Council on January 13, 2016 (the "Series 2017 Bond Ordinance") its Second Lien Water Revenue Refunding Bonds, Series 2017 (the "Series 2017 Second Lien Bonds"); (x) pursuant to an ordinance passed by the City Council on

November 8, 2017 (the "Series 2018 Bond Ordinance") its Second Lien Water Revenue Refunding Bonds, Series 2017-2 (the "Series 2017-2 Second Lien Bonds"); (xi) pursuant to an ordinance passed by the City Council on June 27, 2018, as amended by an ordinance passed by the City Council on October 27, 2021 and as further amended by an ordinance passed by the City Council on November 7, 2022 (as amended, the "Series 2018-1 Bond Ordinance") its Second Lien Water Revenue Bonds, Project Series 2023A (the "Series 2023A Second Lien Bonds") and its Second Lien Water Revenue Bonds, Refunding Series 2023B (the "Series 2023B Second Lien Bonds"); and (xii) pursuant to an ordinance passed by the City Council on November 7, 2022, as amended by an ordinance passed by the City Council on October 4, 2023 (as amended, the "Series 2022 Bond Ordinance", and, together with the Series 2000 Bond Ordinance, the Series 2001 Bond Ordinance, the Series 2004 Bond Ordinance, the Series 2008 Bond Ordinance, the Series 2010 Bond Ordinance, the Series 2012 Bond Ordinance, the Series 2014 Bond Ordinance, the Series 2016 Bond Ordinance, the Series 2017 Bond Ordinance and the Series 2018 Bond Ordinance, the "Prior Bond Ordinances") its Second Lien Water Revenue Bonds, Project Series 2023C Taxable (the "Series 2023C Second Lien Bonds" and, together with the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2004 Second Lien Bonds, the Series 2008 Second Lien Bonds, the Series 2010 Second Lien Bonds, the Series 2012 Second Lien Bonds, the Series 2014 Second Lien Bonds, the Series 2016A Second Lien Bonds, the Series 2017 Second Lien Bonds, the Series 2017-2 Second Lien bonds, the Series 2023A Second Lien Bonds, the Series 2023B Second Lien Bonds and the Series 2023C Second Lien Bonds, the "Prior Second Lien Bonds").

(e) The City has determined that the refunding of all or a portion of the Prior Second Lien Bonds (the "Refunded Bonds") will reduce the aggregate debt service payable by the City with respect to the Prior Second Lien Bonds or restructure such debt service in a manner deemed to be in the best interests of the Water System and the City.

(f) The City does not have available funds sufficient to refund the Refunded Bonds.

(g) The City has determined that it is advisable and in the best interests of the City to authorize the issuance from time to time of Series 2024A Second Lien Bonds pursuant to the Series 2024A Supplemental Indenture, subject to the authorization limits specified in this Ordinance, in one or more series for any one or more of the purposes of: (1) refunding the Refunded Bonds; (2) paying Costs of Issuance of the Series 2024A Second Lien Bonds; (3) paying the costs of acquiring a Qualified Reserve Account Credit Instrument for the Series 2024A Second Lien Bonds or making a deposit to the Series 2024A Second Lien Bonds Subaccount in the amount required by the Series 2024A Supplemental Indenture; and (4) providing for any discount on the Series 2024A Second Lien Bonds.

(h) In accordance with the covenants of the City in the Amended and Restated Second Lien Bonds Master Indenture, concurrent with the issuance, sale and delivery of the Series 2024A Second Lien Bonds, all the conditions and requirements in Section 4.06 of the Amended and Restated Second Lien Bonds Master Indenture shall have been fully satisfied and complied with and, based upon such satisfaction and compliance, if the City shall issue Series 2024A Second Lien Bonds pursuant to this Ordinance and the Series 2024A Supplemental Indenture. Such Series 2024A Second Lien Bonds will have a claim

for payment from Second Lien Bond Revenues on an equal and ratable basis with the Prior Second Lien Bonds.

(i) The City proposes to issue and sell the Series 2024A Second Lien Bonds for one or more of the purposes described in subsection (g) above in the manner authorized in this Ordinance in an aggregate principal amount not to exceed \$400,000,000, as determined by an Authorized Officer in accordance with the terms of this Ordinance. The limit on the authorized amount of Series 2024A Second Lien Bonds under this Ordinance shall be exclusive of any premium received upon the issuance of the Series 2024A Second Lien Bonds.

(j) The borrowing authorized by this Ordinance and the issuance of the Series 2024A Second Lien Bonds are for proper public purposes and are in the public interest. The City has the power to borrow for the purposes set forth in this Ordinance, to execute and deliver the Series 2024A Supplemental Indenture and to issue the Series 2024A Second Lien Bonds.

(k) The City's ability to issue Series 2024A Second Lien Bonds at such time, in such principal amount and with such interest rate and interest rate determination method, maturity, redemption provisions and other terms will enhance the City's opportunities to obtain financing upon the most favorable terms available at such time of issuance.

(l) Authority is granted to each Authorized Officer to determine to sell from time to time the Series 2024A Second Lien Bonds in one or more series, at such time as such Authorized Officer determines that such sale or sales is desirable and in the best financial interest of the Water System.

(m) This Ordinance is adopted pursuant to the City's constitutional home rule powers.

#### *Part B.*

*Definitions; Series 2024A Second Lien Bonds; Series 2024A Supplemental Indenture.*

#### *Article I.*

*Definitions; Recitals.*

#### SECTION 1.01 Definitions.

(a) Except as provided in this Article I, all capitalized terms used and not otherwise defined in this Part B shall have the meanings ascribed to them in the recitals set forth in Part A of this Ordinance, in the Amended and Restated Second Lien Bonds Master Indenture or in the Series 2024A Supplemental Indenture.

(b) The following terms shall have the following meanings, unless the context clearly indicates a different meaning:

“Amended and Restated Second Lien Bonds Master Indenture” means the Amended and Restated Master Indenture of Trust dated as of May 1, 2023, from the City to the Trustee.

“Authorized Officer” means either the Chief Financial Officer of the City or the City Comptroller of the City.

“Capital Appreciation Obligation” means a Second Lien Bond bearing interest that is compounded on an initial date and semiannually thereafter, and is payable at maturity.

“Capital Appreciation Series 2024A Second Lien Bonds” means any Series 2024A Second Lien Bonds which are designated by an Authorized Officer in the Second Lien Bond Determination Certificate to be Capital Appreciation Obligations, all or a portion of the interest on which shall be payable as appreciation in the principal amount of those Series 2024A Second Lien Bonds, when the principal amount of those Series 2024A Second Lien Bonds is due.

“Chief Financial Officer” means the Chief Financial Officer of the City appointed by the Mayor or, in the event no person is at the time then so appointed and acting, the City Comptroller of the City.

“City” means the City of Chicago.

“City Clerk” means the duly elected and qualified person serving as the City Clerk of the City.

“City Council” means the City Council of the City.

“Compound Accreted Value” means, with respect to any Capital Appreciation Series 2024A Second Lien Bond, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date calculated as provided in the related Second Lien Bond Determination Certificate.

“Constitution” means the 1970 Constitution of the State of Illinois.

“Costs of Issuance” means all fees and costs incurred by the City relating to the issuance of the Series 2024A Second Lien Bonds, including, without limitation, printing costs, Trustee’s fees and charges, Paying Agent’s fees and charges, financial advisory fees, costs of credit ratings, engineering fees, legal fees, accounting fees, the cost of any premiums for municipal bond insurance to insure the Series 2024A Second Lien Bonds, and the cost of any related services with respect to the Series 2024A Second Lien Bonds.

“Debt Service Reserve Account” means any account by that name established within the Series 2024A Second Lien Bonds Subaccount pursuant to the Series 2024A Supplemental Indenture.

“Deputy City Clerk” means the duly appointed and qualified person serving as the Deputy City Clerk of the City.

“Mayor” means the Mayor of the City.

“Ordinance” means this Ordinance as it may be modified or amended from time to time.

“Qualified Reserve Account Credit Instrument” means a letter of credit, surety bond or noncancelable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations are rated “Aa” or “AA” or better by a Rating Agency as of its date of issuance. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payments under it other than a certification of the Trustee that the funds drawn under it are to be used for purposes for which moneys in the Debt Service Reserve Account may be used.

“Second Lien Bond Determination Certificate” means the certificate of an Authorized Officer with respect to the Series 2024A Second Lien Bonds of a series filed with the Office of the City Clerk or the Deputy City Clerk, addressed to the City Council as provided in Section 2.04(e) of Part B of this Ordinance.

“Second Lien Bond Initial Purchasers” means the underwriters or representatives of an underwriting syndicate or other purchasers to which, or at the direction of which, the City will sell the Series 2024A Second Lien Bonds of a series and with which the City will enter into a Second Lien Bond Purchase Agreement, as an Authorized Officer shall designate in the related Second Lien Bond Determination Certificate.

“Second Lien Bond Provider” means a company, banking institution or other financial institution which is the issuer of a Qualified Reserve Account Credit Instrument.

“Second Lien Bond Purchase Agreement” means the Second Lien Bond Purchase Agreement between the City and the Second Lien Bond Initial Purchasers of the Series 2024A Second Lien Bonds of a series authorized by Section 2.04(a) of Part B of this Ordinance.

“Second Lien Bond Revenues” means all sums, amounts, funds or moneys which are deposited to the Second Lien Bonds Account pursuant to Section 3.03(b) of the Amended and Restated Second Lien Bonds Master Indenture.

“Second Lien Bonds” means the Series 2024A Second Lien Bonds authorized herein, the Prior Second Lien Bonds and all Second Lien Parity Bonds.

“Second Lien Bonds Account” means the separate account of that name established pursuant to Section 3.03(b) of the Amended and Restated Second Lien Bonds Master Indenture.

“Second Lien Parity Bonds” means obligations which may be issued on the date or after the issuance of the Series 2024A Second Lien Bonds which are payable from Second Lien Bond Revenues on an equal and ratable basis with the Series 2024A Second Lien Bonds and all other Outstanding Second Lien Bonds.

“Section 2.08 Obligations” means any obligations incurred by the City to reimburse or otherwise make payments to the issuer or issuers of one or more letters of credit, lines of credit, standby purchase agreements, financial guaranty insurance policies or surety bonds (including Qualified Reserve Account Credit Instruments) securing one or more series of Second Lien Bonds as described in Section 2.08 of the Amended and Restated Second Lien Bonds Master Indenture, including any fees or other amounts payable to the issuer of any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond, whether such obligations are set forth in one or more reimbursement agreements entered into between the City and the issuer of any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond, or in one or more notes or other evidences of indebtedness executed and delivered by the City pursuant thereto, or any combination thereof.

“Series Reserve Account Requirement” means the deposit requirement established in the Series 2024A Supplemental Indenture for the Debt Service Reserve Account.

“Series 2024A Second Lien Bonds Subaccount” means the subaccount of that name established within the Second Lien Bonds Account created under the Amended and Restated Second Lien Bonds Master Indenture, as further described in the Series 2024A Supplemental Indenture.

“Series 2024A Supplemental Indenture” means the Supplemental Indenture respecting the initial series of Series 2024A Second Lien Bonds approved in Section 2.03 of Part B of this Ordinance, the form of which is attached to this Ordinance as Exhibit A.

“Supplemental Indenture” means each Supplemental Indenture duly entered into in accordance with the terms of the Amended and Restated Second Lien Bonds Master Indenture (other than the Series 2024A Supplemental Indenture) respecting each series of Second Lien Bonds other than the Series 2024A Second Lien Bonds approved in Section 2.03 of Part B of this Ordinance.

“Treasurer” means the Treasurer of the City.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as successor to Amalgamated National Bank and Trust Company of Chicago, as trustee under the Amended and Restated Second Lien Bonds Master Indenture.

“Water Fund” means the separate fund designated the “Water Fund of the Municipality of Chicago” established pursuant to Section 3.03 of the Amended and Restated Second Lien Bonds Master Indenture.

“Water System” means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for water supply, distribution or collection purposes, including the Projects, any and all further extensions, improvements and additions to the foregoing.

As used in this Ordinance with respect to any Series 2024A Second Lien Bond that is a Capital Appreciation Obligation, the term “principal” refers as of any date, to a Bond’s Compound Accreted Value.

SECTION 1.02 Recitals Incorporated. The recitals contained in Part A above are expressly incorporated and made a part of this Ordinance.

## *Article II.*

### *Details Of The Series 2024A Second Lien Bonds.*

SECTION 2.01 Principal Amount, Designation, Sources Of Payment. The City is authorized to borrow money for the purposes specified in Section 2.02 of Part B of this Ordinance, and in evidence of its obligation to repay the borrowing is authorized to issue at one or more times the Series 2024A Second Lien Bonds in one or more series and to execute and deliver the Series 2024A Supplemental Indenture and one or more Supplemental Indentures, as necessary, subject to and as further described in Section 2.03 of Part B of this Ordinance, provided that the total aggregate principal amount of any Series 2024A Second Lien Bonds shall not exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 85 percent of the aggregate principal amount of such series of Series 2024A Second Lien Bonds used in the marketing of such Series 2024A Second Lien Bonds). The Series 2024A Second Lien Bonds shall be issued pursuant to the Amended and Restated Second Lien Bonds Master Indenture, the Series 2024A Supplemental Indenture and one or more Supplemental Indentures, if any. The Series 2024A Second Lien Bonds shall be designated “Second Lien Water Revenue Bonds, Refunding Series 2024A” provided that if an Authorized Officer determines that a different designation that clearly indicates the lien status and the year in which the Bonds are issued will assist in the sale of the Bonds, such designation is permitted. If the Series 2024A Second Lien Bonds are issued in more than one series, each series shall be appropriately designated to indicate the order of its issuance. The Series 2024A Second Lien Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Trust Estate, including without limitation amounts in the Series 2024A Second Lien Bonds Subaccount of the Second Lien Bonds Account, the sources pledged under the Amended and Restated Second Lien Bonds Master Indenture and the Series 2024A Supplemental Indenture, and, together with any

Outstanding Second Lien Bonds and Second Lien Parity Bonds, from Second Lien Bond Revenues. The Series 2024A Second Lien Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitation as to indebtedness and shall have no claim to be paid from taxes of the City, and each Series 2024A Second Lien Bond shall contain a statement to that effect. The Series 2024A Supplemental Indenture shall grant the Registered Owners of the Series 2024A Second Lien Bonds a lien on and security interest in Net Revenues.

**SECTION 2.02 Purposes.** The borrowing and issuance of the Series 2024A Second Lien Bonds authorized in Section 2.01 of Part B of this Ordinance shall be for any one or more of the purposes of: (1) refunding the Refunded Bonds; (2) paying Costs of Issuance of the Series 2024A Second Lien Bonds; (3) paying the costs of acquiring a Qualified Reserve Account Credit Instrument for the Series 2024A Second Lien Bonds or making a deposit to the Series 2024A Second Lien Bonds Dedicated Subaccount in the amount required by the Series 2024A Supplemental Indenture; and (4) providing for any discount on the Series 2024A Second Lien Bonds.

**SECTION 2.03 Approval Of Series 2024A Supplemental Indenture For The Series 2024A Second Lien Bonds, Bond Provisions.**

(a) The form of Series 2024A Supplemental Indenture attached to this Ordinance as Exhibit A is approved in all respects. Each Authorized Officer is authorized, with respect to the initial series of Series 2024A Second Lien Bonds, to execute and deliver the Series 2024A Supplemental Indenture for the Series 2024A Second Lien Bonds in substantially the form attached to this Ordinance as Exhibit A for and on behalf of the City, and the City Clerk and the Deputy City Clerk are each authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. Each Authorized Officer is further authorized with respect to any series of Series 2024A Second Lien Bonds issued subsequent to the initial series of Series 2024A Second Lien Bonds to execute and deliver a Supplemental Indenture containing the information set forth in Section 2.03 of the Amended and Restated Second Lien Bonds Master Indenture and in substantially the form of the Series 2024A Supplemental Indenture, and the City Clerk and the Deputy City Clerk are each authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. The Series 2024A Supplemental Indenture and each Supplemental Indenture executed and delivered pursuant to this Section 2.03 may contain such changes and revisions to reflect the terms of the applicable series of Series 2024A Second Lien Bonds (including, without limitation changes and revisions related to the issuance of such Series 2024A Second Lien Bonds such that the interest thereon is subject to Federal income taxation) consistent with the purposes and intent of Part B of this Ordinance and with the covenants set forth in the Amended and Restated Second Lien Bonds Master Indenture as shall be approved by an Authorized Officer, the execution and delivery of such Series 2024A Supplemental Indenture to constitute conclusive evidence of the City Council's approval of any and all such changes or revisions in such instrument. The Series 2024A Supplemental Indenture and such Supplemental Indentures shall set forth such covenants with respect to the imposition of Water System rates, the issuance of Second Lien Parity Bonds, the application of funds in the Water Fund and the Second Lien Bonds Account and other matters relating to the

Series 2024A Second Lien Bonds and the security for the Series 2024A Second Lien Bonds as shall be deemed necessary by an Authorized Officer in connection with the sale of any series of the Series 2024A Second Lien Bonds, provided that such covenants are not inconsistent with the terms of this Ordinance or the Amended and Restated Second Lien Bonds Master Indenture.

(b) The Series 2024A Second Lien Bonds may be issued bearing interest at a fixed interest rate or rates, including as Capital Appreciation Series 2024A Second Lien Bonds.

(c) The Series 2024A Second Lien Bonds shall mature not later than November 1, 2064, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount of such Series 2024A Second Lien Bonds shall be discharged, payable as provided in the Series 2024A Supplemental Indenture and each other Supplemental Indenture at a rate or rates not in excess of 10 percent per year computed on the basis of a 360-day year consisting of twelve 30-day months. Each series of the Series 2024A Second Lien Bonds may be subject to mandatory and optional redemption and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the Series 2024A Supplemental Indenture. Each series of the Series 2024A Second Lien Bonds may have a Series Reserve Account Requirement which can be fulfilled by a deposit of money into a Debt Service Reserve Account or the purchase of a Qualified Reserve Account Credit Instrument, as authorized by the Series 2024A Supplemental Indenture or another Supplemental Indenture.

(d) Each Series 2024A Second Lien Bond shall be issued in fully registered form and in the denominations set forth in the Series 2024A Supplemental Indenture and each other Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Series 2024A Supplemental Indenture and each other Supplemental Indenture.

(e) Principal of and premium, if any, on the Series 2024A Second Lien Bonds shall be payable as provided in the Series 2024A Supplemental Indenture and each other Supplemental Indenture.

(f) Subject to the limitations set forth in this Section and Section 2.01 of Part B of this Ordinance, authority is delegated to each Authorized Officer to determine the aggregate principal amount of Series 2024A Second Lien Bonds to be issued, the date of such Series 2024A Second Lien Bonds, the maturity date of such Series 2024A Second Lien Bonds, any provisions for optional redemption of such Series 2024A Second Lien Bonds (which optional redemption shall be at redemption prices not exceeding 120 percent of the principal amount of such Series 2024A Second Lien Bonds to be so redeemed), the schedule of sinking fund payments (if any) to be applied to the mandatory redemption of such Series 2024A Second Lien Bonds (which mandatory redemption shall be at a redemption price equal to the principal amount of each Series 2024A Second Lien Bond to be redeemed, without premium, plus accrued interest), the rate of interest payable on such Series 2024A Second Lien Bonds and the first interest payment of such Series 2024A Second Lien Bonds.

The 120 percent limitations set forth in the preceding paragraph on the redemption price of Series 2024A Second Lien Bonds shall not apply where the redemption price is to be based upon a formula designed to compensate the owner of such Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Make-Whole Redemption Price"). At the time of sale of any series of the Series 2024A Second Lien Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

Notwithstanding the foregoing, at the time of sale of any series of the Series 2024A Second Lien Bonds such that the interest thereon is subject to Federal income taxation, each Authorized Officer is authorized to determine the manner of redeeming such Bonds, either pro rata or by lot, in the event less than all of such Series 2024A Second Lien Bonds are to be redeemed. If such Series 2024A Second Lien Bonds are held in book-entry form at the time of redemption, at the time of sale of such Bonds, an Authorized Officer is authorized to direct the Trustee to instruct the book-entry depository to select the specific Series 2024A Second Lien Bonds within such maturity and interest rate for redemption pro-rata among such Bonds. If so determined by the applicable book-entry depository, the particular Series 2024A Second Lien Bonds or portions thereof to be redeemed may be selected on a pro-rata pass-through distribution of principal basis in accordance with the applicable procedures and operational arrangements of such depository. The City shall have no responsibility or obligation to ensure that the book-entry depository properly selects such Bonds for redemption.

#### SECTION 2.04 Sale Of Series 2024A Second Lien Bonds.

(a) Each Authorized Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, a Second Lien Bond Purchase Agreement for the sale by the City to the Second Lien Bond Initial Purchasers of the Series 2024A Second Lien Bonds of a series pursuant to a negotiated sale on such terms as such Authorized Officer may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation: (i) the aggregate principal amount of the Series 2024A Second Lien Bonds of such series; (ii) the amount of any original issue discount; (iii) the principal amount of the Series 2024A Second Lien Bonds of such series maturing in each year; (iv) whether interest on any of the Series 2024A Second Lien Bonds being issued and sold is subject to federal income taxation; (v) the issuance of the Series 2024A Second Lien Bonds of such series as serial bonds, non-callable term bonds, term bonds subject to mandatory sinking fund redemption or any combination of serial bonds, non-callable term bonds, or term bonds subject to mandatory sinking fund redemption; (vi) whether any Series 2024A Second Lien Bonds of such series will be issued as Capital Appreciation Series 2024A Second Lien Bonds; (vii) whether any Capital Appreciation Series 2024A Second Lien Bonds will also bear current interest; (viii) the numbering of the Series 2024A Second Lien Bonds; (ix) the interest rate or rates or interest rate determination methods for the Series 2024A Second Lien Bonds

of such series; (x) the method by which and rate at which the Compound Accreted Value of Capital Appreciation Series 2024A Second Lien Bonds shall be established; (xi) whether the Debt Service Reserve Requirement, if any, for the Series 2024A Second Lien Bonds of such series (if any such requirement is required to be met upon initial issuance of the Series 2024A Second Lien Bonds) will be met by a Qualified Reserve Account Credit Instrument or by cash from proceeds of the Series 2024A Second Lien Bonds; and (xii) the first interest payment and compounding dates, the purposes for which the Series 2024A Second Lien Bonds of such series are being issued pursuant to the authorization granted in Section 2.02 of Part B of this Ordinance, and the prices and other terms upon which such Series 2024A Second Lien Bonds are subject to redemption, all as provided in and subject to the authorizations and limitations expressed in this Article II, including the limitations set forth in Section 2.03(f) of Part B of this Ordinance. The purchase price shall not be less than 85 percent of the principal amount of the Series 2024A Second Lien Bonds of such series plus accrued interest on such Series 2024A Second Lien Bonds from their date to the date of their delivery, plus accrued interest on such Series 2024A Second Lien Bonds from their date to the date of their delivery, less any original issue discount (subject to the limitations in Section 2.01 of Part B of this Ordinance) and the compensation paid to the Second Lien Bond Initial Purchasers in connection with any sale of such series of Series 2024A Second Lien Bonds shall not exceed five percent of the principal amount of such Series 2024A Second Lien Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the Series 2024A Second Lien Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Each Second Lien Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 2024A Second Lien Bonds of the applicable series and such other revisions in text as an Authorized Officer shall determine are desirable or necessary in connection with the sale of such Series 2024A Second Lien Bonds. An Authorized Officer shall determine the principal amount of the Series 2024A Second Lien Bonds of such series necessary to be issued for the purposes for which they are to be issued within the maximum amount specified in this Ordinance. Each Authorized Officer may in the related Second Lien Bond Determination Certificate provide for such changes to the terms of the Series 2024A Second Lien Bonds of such series, the form of the Series 2024A Second Lien Bonds of such series and the various bond covenants from those provided in this Ordinance and the Amended and Restated Second Lien Bonds Master Indenture as he or she shall determine but which shall result in the Series 2024A Second Lien Bonds of such series having substantially the terms and being in substantially the form provided in the Amended and Restated Second Lien Bonds Master Indenture and the Series 2024A Supplemental Indenture or Supplemental Indenture, as appropriate. Nothing in this Section 2.04 shall limit or restrict the ability of the City to sell the Series 2024A Second Lien Bonds by one or more private placements.

(b) Each Authorized Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Part B. The Series 2024A Second Lien Bonds of such series shall be then duly prepared and executed in the form and manner provided in the Amended and Restated Second Lien Bonds Master Indenture and the

Series 2024A Supplemental Indenture or Supplemental Indenture, as appropriate, and delivered to the Second Lien Bond Initial Purchasers or otherwise in accordance with the terms of sale.

(c) Each Authorized Officer is authorized to cause to be prepared and delivered to prospective purchasers of the Series 2024A Second Lien Bonds of a series a Preliminary Official Statement or other disclosure document, as shall be approved by such Authorized Officer that shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 2024A Second Lien Bonds and to describe accurately the current condition of the Water System and the parties to the financing. Upon sale of the Series 2024A Second Lien Bonds of a series, each Authorized Officer is authorized to cause a final Official Statement or other disclosure document to be prepared, executed and (i) delivered to the Second Lien Bond Initial Purchasers and (ii) filed with the Office of the City Clerk or the Deputy City Clerk directed to the City Council.

(d) Upon a finding by an Authorized Officer that the purchase of municipal bond insurance for the Series 2024A Second Lien Bonds of a series is likely to facilitate the marketing and sale of such Series 2024A Second Lien Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, such Authorized Officer is authorized to cause the City to purchase a Section 2.08 Obligation consisting of a policy of municipal bond insurance for such Series 2024A Second Lien Bonds, payable from amounts received upon the sale of such Series 2024A Second Lien Bonds or from available funds in the Water Fund, and to execute an agreement relating to such Section 2.08 Obligation and any related agreements with the provider of such Section 2.08 Obligation. Such policy shall be provided by a bond insurance company or association approved by such Authorized Officer. In addition, upon a finding by an Authorized Officer that the purchase of a Qualified Reserve Account Credit Instrument is appropriate, and that such Qualified Reserve Account Credit Instrument is available at an acceptable cost, such Authorized Officer is authorized to cause the City to obtain a Qualified Reserve Account Credit Instrument to satisfy any Debt Service Reserve Requirement for the Series 2024A Second Lien Bonds of a series, the cost of which shall be payable from amounts received upon the sale of such Series 2024A Second Lien Bonds or from available funds in the Water Fund, and to execute an agreement relating to such Qualified Reserve Account Credit Instrument and any related agreements with the Second Lien Bond Provider of such Qualified Reserve Account Credit Instrument. An Authorized Officer may on behalf of the City make necessary covenants with respect to any policy of municipal bond insurance or Qualified Reserve Account Credit Instrument consistent with this Ordinance, including, without limitation, granting the provider of a policy of municipal bond insurance or the Second Lien Bond Provider the right to consent to amendments to this Ordinance on behalf of the Registered Owners of the Series 2024A Second Lien Bonds of the appropriate series so long as such provider is not in default and is observing its obligations under such policy or Qualified Reserve Account Credit Instrument.

(e) Subsequent to the sale of the Series 2024A Second Lien Bonds of a series, an Authorized Officer shall file in the Office of the City Clerk or the Deputy City Clerk directed

to the City Council: (i) a Second Lien Bond Determination Certificate setting forth the terms of sale of such Series 2024A Second Lien Bonds consistent with Section 2.04(a) of Part B of this Ordinance and, if appropriate, the designations described in Section 2.04(b) of Part B of this Ordinance; (ii) an executed copy of the applicable Second Lien Bond Purchase Agreement, with the concurrence of the Chairman of the Committee on Finance of the City Council, setting forth the terms of sale of such Series 2024A Second Lien Bonds; (iii) the applicable Preliminary Official Statement, final Official Statement and/or other disclosure document of the City as provided in Section 2.04(c) of this Part B; (iv) Series 2024A Supplemental Indenture or Supplemental Indenture, as appropriate; (v) an executed copy of the remarketing agreement, if any; and (vi) if applicable, an executed copy of the agreement relating to any Section 2.08 Obligation.

If so determined and directed by such Authorized Officer in the Second Lien Bond Determination Certificate in connection with the sale of any Series 2024A Second Lien Bonds, such Series 2024A Second Lien Bonds shall be issued in book-entry only form. In connection with the issuance of any Series 2024A Second Lien Bonds in book-entry only form, such Authorized Officer is authorized to execute and deliver to the book-entry depository selected by the Chief Financial Officer such depository's standard form of representation letter.

*Article III.*

*Amendment Of Part B Of This Ordinance.*

The City may amend or modify this Part B from time to time and may modify the rights and obligations of the City and the Registered Owners of the Second Lien Bonds in accordance with the Amended and Restated Second Lien Bonds Master Indenture.

*Part C.*

*Article I.*

*General Provisions.*

SECTION 1.01 Authority. This Ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The Mayor and each Authorized Officer of the City are authorized to take such

actions and do such things as shall be necessary or desirable, in the judgment of any such officers, to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, including, but not limited to, the exercise following the delivery date of any of the Series 2024A Second Lien Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to such Series 2024A Second Lien Bonds upon their issuance, but subject to any limitations on or restrictions of such power or authority as set forth in this Ordinance. The Mayor, the Chief Financial Officer, the City Comptroller, the Treasurer, the City Clerk and the Deputy City Clerk are each authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with the Series 2024A Second Lien Bonds, the Series 2024A Supplemental Indenture or any Supplemental Indenture, the Second Lien Bond Purchase Agreement, the Amended and Restated Second Lien Bonds Master Indenture and the transactions authorized pursuant to this Ordinance, including, but not limited to, the exercise following the delivery date(s) of the Series 2024A Second Lien Bonds of any power or authority delegated to such official under this Ordinance with respect to the Series 2024A Second Lien Bonds, the Series 2024A Supplemental Indenture or any Supplemental Indenture, the Second Lien Bond Purchase Agreement or the Amended and Restated Second Lien Bonds Master Indenture, but subject to any limitations on or restrictions of such power or authority as set forth in this Ordinance.

SECTION 1.02 Authorized Signatures. The Mayor, the City Clerk, the Deputy City Clerk and each Authorized Officer may each designate another to act as their respective proxies and, as applicable, to affix their respective signatures to Series 2024A Second Lien Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, respectively. A written signature of the Mayor, the City Clerk, the Deputy City Clerk or of an Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council* and filed with the City Clerk or the Deputy City Clerk. When the signature of the Mayor, the City Clerk, the Deputy City Clerk or an Authorized Officer, as the case may be, is placed on an instrument, certificate or document at the direction of the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, as the case may be, in person.

SECTION 1.03 Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order is in conflict with or is inconsistent with the provisions of this

Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance, including the Series 2024A Second Lien Bonds, the Amended and Restated Second Lien Bonds Master Indenture, the Series 2024A Supplemental Indenture or any Supplemental Indenture or to make any such document or instrument voidable at the option of the City, or to impair the rights of the owners of the Series 2024A Second Lien Bonds to receive payment of the principal of, premium, if any, or interest on the Series 2024A Second Lien Bonds, or to impair the security for the Series 2024A Second Lien Bonds; 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 1.04 Severability. 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 1.05 Registered Owner Remedy. Any Registered Owner of a Series 2024A Second Lien Bond may proceed by civil action to compel performance of all duties required by this Ordinance and the Amended and Restated Second Lien Bonds Master Indenture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Water System and the application of Gross Revenues and the various Accounts of the Water Fund as provided by the Amended and Restated Second Lien Bonds Master Indenture.

SECTION 1.06 Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 2024A Second Lien Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, and as provided in the Amended and Restated Second Lien Bonds Master Indenture, the Series 2024A Supplemental Indenture and any Supplemental Indenture, so long as the Series 2024A Second Lien Bonds are Outstanding.

SECTION 1.07 Appropriation. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the Series 2024A Second Lien Bonds for the purposes specified in Section 2.02 of Part B of this Ordinance, and an appropriation of the Net Revenues for deposit in the various Accounts established as provided by the Amended and Restated Second Lien Bonds Master Indenture, and for payment of principal of, redemption premium, if any, and interest on the Series 2024A Second Lien Bonds and for other payments required to be made by the City pursuant to the

documents, agreements and instruments authorized herein, all as provided in this Ordinance.

**SECTION 1.08 Continuing Disclosure Undertaking.** The Mayor and each Authorized Officer are authorized to execute and deliver, as to each series of the Series 2024A Second Lien Bonds, an undertaking (a "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as from time to time in effect, in a form approved by the Corporation Counsel of the City. Upon its execution and delivery on behalf of the City, any Continuing Disclosure Undertaking shall be binding upon the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Each Authorized Officer is further authorized to make such amendments to such Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this Ordinance, the sole remedies for failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of the applicable series of Series 2024A Second Lien Bonds to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking. No failure by the City to comply with any Continuing Disclosure Undertaking shall constitute a default under this Ordinance or under any Series 2024A Second Lien Bonds.

**SECTION 1.09 Headings.** Any headings preceding the texts of the several Articles and Sections of this Ordinance shall be solely for convenience or reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

**SECTION 1.10 Effectiveness.** This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect on the date of its passage, approval and publication as provided herein.

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

*Exhibit "A".*  
(To Ordinance)

---

---

**CITY OF CHICAGO**

to

**The Bank of New York Mellon Trust Company, N.A.,  
as Trustee**

---

**FIFTEENTH SUPPLEMENTAL INDENTURE**

**SECURING**

**SECOND LIEN WATER REVENUE BONDS, REFUNDING SERIES 2024A**

---

**DATED AS OF [ ] 1, 2024**

---

Supplementing an Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City of Chicago to The Bank of New York Mellon Trust Company, NA.

---

**THIS FIFTEENTH SUPPLEMENTAL INDENTURE** is made and entered into as of [\_\_\_\_\_] 1, 2024 (this “*Fifteenth Supplemental Indenture*”), from the City of Chicago (the “*City*”), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to The Bank of New York Mellon Trust Company, N.A., as Trustee (the “*Trustee*”), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this Fifteenth Supplemental Indenture under and by virtue of the laws of the United States of America, as Trustee.

**WITNESSETH:**

**WHEREAS**, the City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is a “home rule unit” of local government under Section 6(a) of Article VII of the 1970 Constitution; and

**WHEREAS**, the City has constructed and is maintaining and operating the Water System (as defined in the Series 2024A Bond Ordinance described below) to meet the needs of the City’s inhabitants and other users of the Water System; and

**WHEREAS**, the Water System is operated under the supervision and control of the Department of Water Management of the City; and

**WHEREAS**, the City has issued and has outstanding its Outstanding Second Lien Bonds and its Outstanding Subordinate Lien Obligations; and

**WHEREAS**, the City has determined that it is advisable and in the best interests of the City to authorize the issuance from time to time of its Second Lien Water Revenue Bonds, Refunding Series 2024A (the “*Series 2024A Second Lien Bonds*”), subject to the authorization limits specified in the Series 2024A Bond Ordinance, for any one or more of the purposes of (1) refunding the Refunded Bonds, (2) paying Costs of Issuance of the Series 2024A Second Lien Bonds, (3) paying the premium of the Bond Insurance Policy and (4) providing for any discount on the Series 2024A Second Lien Bonds; and

**WHEREAS**, the aggregate estimated amount of uses for the Series 2024A Second Lien Bonds does not exceed \$400,000,000. The proceeds of the Series 2024A Second Lien Bonds incurred for the costs described in clause (1) – (4) of the immediately preceding paragraph (the “*2024A Costs*”) will not exceed the amount required to pay such costs; and

**WHEREAS**, the City does not have available funds sufficient to pay the 2024A Costs; and

**WHEREAS**, the City Council of the City (the “*City Council*”) on [\_\_\_\_\_] 2024 adopted an ordinance (the “*Series 2024A Bond Ordinance*”) authorizing the issuance of Series 2024A Second Lien Bonds in an aggregate principal amount not to exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 85 percent of the aggregate principal amount of Series 2024A Second Lien Bonds) used in the marketing of such Series 2024A Second Lien Bonds; and

**WHEREAS**, the Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023 (the “*Amended and Restated Second Lien Bonds Master Indenture*” such Amended and Restated Second Lien Bonds Master Indenture, as heretofore and hereafter supplemented and amended, including by this Fifteenth Supplemental Indenture, the “*Indenture*”) between the City and the Trustee authorizes the issuance of Second Lien Parity Bonds in one or more series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 2.08 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture) and Section 2.09 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and

**WHEREAS**, pursuant to Section 2.01 of Part B of the Series 2024A Bond Ordinance the City has authorized the issuance and sale of the Series 2024A Second Lien Bonds in one or more series that may be issued pursuant to the Series 2024A Bond Ordinance and the Amended and Restated Second Lien Bonds Master Indenture (*provided* that the total principal amount of Series 2024A Bonds shall not exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed [ ] percent of the aggregate principal amount of Series 2024A Second Lien Bonds) used in the marketing of Series 2024A Second Lien Bonds); and

**WHEREAS**, pursuant to such authorization, in order to pay the 2024A Costs, the City has, pursuant to authorization granted in the Series 2024A Bond Ordinance, determined to issue and sell the Series 2024A Second Lien Bonds authorized as aforesaid; and

**WHEREAS**, such Series 2024A Second Lien Bonds shall be issued and sold in a single series as provided in this Fifteenth Supplemental Indenture, in the aggregate principal amount of \$[ ],000 and designated as “Second Lien Water Revenue Bonds, Refunding Series 2024A” (the “*Series 2024A Second Lien Bonds*”); and

**WHEREAS**, the Series 2024A Second Lien Bonds, and the Trustee’s Certificate of Authentication to be endorsed on such Bonds, shall be substantially in the form attached to this Fifteenth Supplemental Indenture as *Exhibit A*, with necessary and appropriate variations, omissions and insertions as permitted or required by the Series 2024A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture;

**NOW, THEREFORE, THIS FIFTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:**

#### **GRANTING CLAUSES**

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts created by this Fifteenth Supplemental Indenture, and of the purchase and acceptance of the Series 2024A Second Lien Bonds by their Registered Owners, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants

expressed or implied in this Fifteenth Supplemental Indenture and in the Series 2024A Second Lien Bonds , assigns and grants a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City set forth below (the “*Trust Estate*”):

#### **GRANTING CLAUSE FIRST**

All right, title and interest of the City in and to Net Revenues (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and amounts on deposit in the accounts of the Water Fund (as defined in the Amended and Restated Second Lien Bonds Master Indenture, ) except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account (each as defined in the Amended and Restated Second Lien Bonds Master Indenture), in each case to the extent pledged and assigned in the granting clauses of the Amended and Restated Second Lien Bonds Master Indenture, as supplemented by the Series 2024A Bond Ordinance;

#### **GRANTING CLAUSE SECOND**

All moneys and securities from time to time held by the Trustee under the terms of this Fifteenth Supplemental Indenture; and

#### **GRANTING CLAUSE THIRD**

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected to this Fifteenth Supplemental Indenture, as and for additional security under this Fifteenth Supplemental Indenture by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is by this Fifteenth Supplemental Indenture authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Fifteenth Supplemental Indenture;

**TO HAVE AND TO HOLD** all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

**IN TRUST, NEVERTHELESS**, upon the terms and trusts set forth in this Fifteenth Supplemental Indenture for the equal and proportionate benefit, security and protection of all present and future Registered Owners of the Series 2024A Second Lien Bonds and all other Second Lien Bonds issued or secured from time to time under the provisions of the Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing, except to the extent otherwise specifically provided in this Fifteenth Supplemental Indenture or in the Indenture;

**PROVIDED, HOWEVER**, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, and shall cause the payments to be made on such Series 2024A Second Lien Bonds as required in this Fifteenth Supplemental Indenture, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the

Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions of this Fifteenth Supplemental Indenture, then upon the final payment of such sums this Fifteenth Supplemental Indenture and the rights by this Fifteenth Supplemental Indenture granted shall cease, determine and be void; otherwise this Fifteenth Supplemental Indenture shall remain in full force and effect.

**THIS FIFTEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH,** and it is expressly declared; that all Series 2024A Second Lien Bonds issued and secured under this Fifteenth Supplemental Indenture are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts assigned and pledged by this Fifteenth Supplemental Indenture are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in this Fifteenth Supplemental Indenture, and the City has agreed and covenanted and by this Fifteenth Supplemental Indenture agrees and covenants with the Trustee, the respective owners of the Series 2024A Second Lien Bonds as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** All capitalized terms used in this Fifteenth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Amended and Restated Second Lien Bonds Master Indenture and in the Series 2024A Bond Ordinance. In addition to the terms defined in the preambles of this Fifteenth Supplemental Indenture, the following words and phrases shall have the following meanings for purposes of this Fifteenth Supplemental Indenture:

*“Authorized Denomination”* means, with respect to a particular Series 2024A Second Lien Bond, \$5,000 and any integral multiple of \$5,000.

*“Bondholder,” “holder,” “owner of the Series 2024A Second Lien Bonds ”* or *“Registered Owner”* means the Registered Owner of any Series 2024A Second Lien Bond.

*“Bond Insurance Policy”* means the municipal bond insurance policy of the Bond Insurer insuring the Insured Bonds.

*“Bond Insurer”* means [ \_\_\_\_\_ ], and its successors and assigns.

*“Bond Register”* means the registration books of the City kept by the Trustee (in its capacity as Bond Registrar) to evidence the registration and transfer of Series 2024A Second Lien Bonds.

*“Bond Registrar”* means the Trustee.

*“Chief Financial Officer”* means the Chief Financial Officer appointed by the Mayor of the City or, in the event no person is at the time then so appointed and acting, the City Comptroller of the City.

“*City*” means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

“*Code*” means the United States Internal Revenue Code of 1986, as amended. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the Date of Issuance.

“*Cost of Issuance Account*” means the account designated the “Series 2024A Cost of Issuance Account” as described in Section 4.02(b)(iii).

“*Date of Issuance*” means [\_\_\_\_\_], 2024, the date of original issuance and delivery of the Series 2024A Second Lien Bonds under this Fifteenth Supplemental Indenture.

“*Deposit Date*” has the meaning provided in Section 4.04.

“*DTC*” means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

“*Escrow Account*” means the Escrow Account established under the Escrow Agreement for the refunding of the Refunded Bonds.

“*Escrow Agreement*” means the Escrow Agreement dated [\_\_\_\_\_], 2024 between the City and the Trustee, as escrow agent, made with respect to the Refunded Bonds, as authorized by Section 4.03 of the Series 2024A Bond Ordinance.

“*Indenture*” means the Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City to the Trustee, pursuant to which Second Lien Bonds are authorized to be issued, as heretofore supplemented (including supplements prior to the amendment and restatement of the Amended and Restated Second Lien Bonds Master Indenture, except to the extent the terms of any such prior supplements are inconsistent with the terms of the Amended and Restated Second Lien Bonds Master Indenture, in which case the terms of the Amended and Restated Second Lien Bonds Master Indenture shall control) and any additional amendments and supplements to it, including this Fifteenth Supplemental Indenture. References to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture shall be deemed to refer to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture as amended.

“*Insured Bonds*” means [all maturities] of the Series 2024A Second Lien Bonds, certain special provisions with respect to which are set forth in *Exhibit B* hereto.

“*Interest Payment Date*” means each May 1 and November 1, commencing on November 1, 2024.

“*Maturity Date*” means, with respect to a particular Series 2024A Second Lien Bond, the maturity date for such Series 2024A Second Lien Bond set forth in Section 2.01(d) hereof.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel in form and substance acceptable to the City and the Trustee, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

“*Participant*,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

“*Paying Agent*” means the Trustee and any other bank, national banking association or trust company designated by the City or the Trustee pursuant to Section 8.03 hereof as a paying agent for the Series 2024A Second Lien Bonds, and any successor or successors appointed by the Chief Financial Officer or the Trustee under this Fifteenth Supplemental Indenture.

“*Principal and Interest Account*” means the account designated the “Series 2024A Second Lien Bonds, Principal and Interest Account” established in the 2024A Second Lien Bonds Subaccount as described in Section 4.02(b)(ii) and Section 4.05.

“*2024A Principal and Interest Account Requirement*” means an amount, calculated as of each Deposit Date, equal to the total Principal Installments and interest due on the Series 2024A Second Lien Bonds on such Deposit Date.

“*Program Fee Account*” means the account designated the “Series 2024A Second Lien Bonds, Program Fee Account” established in the 2024A Second Lien Bonds Subaccount as described in Section 4.02(b)(i).

“*Program Fees*” means:

(a) the fees, expenses and other charges payable to each fiduciary, including the Trustee, the Trustee’s Agent and any Paying Agent, pursuant to the provisions of Section 8.5 of the Amended and Restated Second Lien Bonds Master Indenture; *provided* that if at any time there shall be any Series of Second Lien Bonds Outstanding under the Indenture other than the Series 2024A Second Lien Bonds, then “*Program Fees*” shall mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such fiduciary with respect to the Series 2024A Second Lien Bonds;

(b) ongoing fees payable to any Rating Agency maintaining a rating on any Series 2024A Second Lien Bonds; and

(c) any other fees, expenses and other charges of a similar nature payable by the City to any person under this First Supplemental Indenture or otherwise with respect to the Series 2024A Second Lien Bonds.

“*Project Costs*” means the costs of acquiring, constructing and equipping the Projects, including without limitation, acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City.

“*Projects*” means the program of improvements and extensions to the Water System designated by the Commissioner including, but not limited to constructing and installing water

mains; rehabilitating, upgrading, replacing, repairing, renovating, improving and extending facilities at the water purification plants; improving and extending facilities at any or all of the pumping stations; providing any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the Water System; and providing new equipment and technology and rehabilitating existing equipment necessary to continue to provide existing and future customers with the quality and quantity of water required and to meet future customer demand.

“*Rating Agency*” means any nationally recognized securities ratings service that shall have assigned ratings to any Series 2024A Second Lien Bond as requested by or on behalf of the City and which ratings are then currently in effect.

“*Record Date*” means April 15 and October 15 of each year (whether or not a Business Day).

“*Refunded Bonds*” means the Refunded Series [\_\_\_\_\_] Bonds and the Refunded Series [\_\_\_\_\_] Bonds.

“*Refunded Series [\_\_\_\_\_] Bonds*” means the Second Lien Water Revenue Project and Refunding Bonds, Series [\_\_\_\_\_] maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

<u>Maturity</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--	-------------------------	----------------------

“*Refunded Series [\_\_\_\_\_] Bonds*” means the Second Lien Water Revenue Bonds, Project Series [\_\_\_\_\_] maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

<u>Maturity</u> (November 1)	<u>Principal Amount</u>	<u>Interest Rate</u>
---------------------------------	-------------------------	----------------------

“*Registered Owner*” or “*Owner*” means the person or persons in whose name or names a Series 2024A Second Lien Bond shall be registered in the Bond Register.

“*Securities Depository*” means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Series 2024A Second Lien Bonds.

“*Series 2024A Second Lien Bonds*” means the \$[\_\_\_,\_\_\_],000 aggregate principal amount of the Second Lien Water Revenue Bonds, Refunding Series 2024A.

“*State*” means the State of Illinois.

“*Tax Agreement*” means the Tax Certificate and Agreement of the City relating to the Series 2024A Second Lien Bonds delivered by the City on the Date of Issuance.

“*Trust Estate*” means the property conveyed to the Trustee pursuant to the Granting Clauses of this Fifteenth Supplemental Indenture.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (as successor trustee), and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee under this Fifteenth Supplemental Indenture.

“*Trustee’s Agent*” means any agent designated as Trustee’s Agent by the Trustee and at the time serving in that capacity. Any agent so designated by the Trustee shall execute a written agreement with the Trustee assuming all obligations of the Trustee under this Fifteenth Supplemental Indenture with respect to those duties of the Trustee which such agent agrees to perform on behalf of the Trustee.

“*Fifteenth Supplemental Indenture*” means this Fifteenth Supplemental Indenture and any amendments and supplements to this Fifteenth Supplemental Indenture.

“*2024A Costs*” has the meaning ascribed to it in the preambles to this Fifteenth Supplemental Indenture.

“2024A Second Lien Bonds Subaccount” means the fund of that name established within the Second Lien Bonds Account created under the Amended and Restated Second Lien Bonds Master Indenture, as further described in Sections 4.02 and 4.06 hereof.

**ARTICLE II**

**THE SERIES 2024A SECOND LIEN BONDS**

**Section 2.01. Authority for and Issuance of Series 2024A Second Lien Bonds.** (a) No Series 2024A Second Lien Bonds may be issued under the provisions of this Fifteenth Supplemental Indenture except in accordance with this Article. The Series 2024A Second Lien Bonds are being issued to provide funds to pay 2024A Costs.

(b) Pursuant to the Series 2024A Bond Ordinance, the total principal amount of any Series 2024A Second Lien Bonds shall not exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 85 percent of the aggregate principal amount of such series of Bonds (other than Series 2024A Second Lien Bonds issued in lieu of or in substitution for which other Series 2024A Second Lien Bonds have been authenticated and delivered pursuant to Sections 2.01(c), 2.03, 2.04, 2.06, 2.07 or 3.03(d) hereof). The Series 2024A Second Lien Bonds shall be issuable as fully registered bonds, without coupons, in Authorized Denominations, substantially in the form attached as *Exhibit A*. Unless the City shall otherwise direct, the Series 2024A Second Lien Bonds shall be lettered and numbered from R-1 and upwards, but need not be numbered consecutively.

(c) The Series 2024A Second Lien Bonds shall be designated “City of Chicago Second Lien Water Revenue Bonds, Project Series 2024A” and shall be issued in the aggregate principal amount of \$[\_\_, \_\_],000. The Series 2024A Second Lien Bonds shall be dated the Date of Issuance, and shall mature on November 1 in each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the table below:

Maturity (November 1)	Principal Amount	Rate Per Annum	Maturity (November 1)	Principal Amount	Rate per Annum
--------------------------	---------------------	-------------------	--------------------------	---------------------	-------------------

(d) Each Series 2024A Second Lien Bond authenticated prior to the first Interest Payment Date on such Series 2024A Second Lien Bond shall bear interest from the Date of Issuance, and following the first Interest Payment Date interest shall accrue as set forth in the next paragraph except that if as shown by the records of the Trustee, interest on such Series 2024A Second Lien Bond shall be in default, any Series 2024A Second Lien Bond issued in

exchange for or upon the registration of transfer of such Series 2024A Second Lien Bond shall bear interest from the date to which interest has been paid in full on such Series 2024A Second Lien Bond or, if no interest has been paid on such Series 2024A Second Lien Bond, the Date of Issuance. Each Series 2024A Second Lien Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Series 2024A Second Lien Bond on the date on which such principal, premium or interest came due and payable.

(e) Interest on the Series 2024A Second Lien Bonds shall be payable on each Interest Payment Date, computed upon the basis of a 360-day year consisting of twelve 30-day months. No interest shall accrue on any Series 2024A Second Lien Bond after the Maturity Date thereof (provided, the payment at maturity is paid or provided for in accordance with the provisions of the Indenture).

(f) The principal of and interest on the Series 2024A Second Lien Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment of such Series 2024A Second Lien Bonds, is legal tender for the payment of public and private debts.

(g) The principal of the Series 2024A Second Lien Bonds shall be payable at the designated corporate trust office of the Trustee or, at the option of the Registered Owners, at the designated corporate trust office of any Paying Agent named in such Series 2024A Second Lien Bonds, upon presentation and surrender of such Series 2024A Second Lien Bonds.

(h) Payment of interest on Series 2024A Second Lien Bonds shall be paid by check mailed on the Interest Payment Date to the persons appearing on the Bond Register as the Registered Owners of such Series 2024A Second Lien Bonds as of the close of business of the Trustee on the Record Date at the addresses of such Registered Owners as they appear on the Bond Register, or at such other addresses as are furnished to the Trustee in writing by the Registered Owners not later than the Record Date. Payment of interest on any Series 2024A Second Lien Bond shall be made to the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2024A Second Lien Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Registered Owner on such Interest Payment Date upon written notice from such Registered Owner containing the wire transfer address within the United States to which such Registered Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date.

(i) The Series 2024A Second Lien Bonds shall bear interest from and including the Date of Issuance, until payment of the principal or redemption price of such Series 2024A Second Lien Bonds shall have been made or provided for in accordance with the provisions of this Fifteenth Supplemental Indenture, whether at the Maturity Date or otherwise.

**Section 2.02. Execution; Limited Obligations.** The Series 2024A Second Lien Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk or Deputy City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced on such

Series 2024A Second Lien Bonds the corporate seal of the City or a facsimile of such seal. The Series 2024A Second Lien Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Series 2024A Bond Ordinance. The Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations are not general obligations of the City, but are limited obligations payable solely from the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund (except for the except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account), and shall be a valid claim of the respective Registered Owners of the Series 2024A Second Lien Bonds only against the Trust Estate held in the accounts of the Water Fund (except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account), other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued, and other moneys held by the Trustee or otherwise pledged therefor, which amounts are by this Fifteenth Supplemental Indenture pledged, assigned and otherwise held as security for the equal and ratable payment of the Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, except as may be otherwise expressly authorized in the Amended and Restated Second Lien Bonds Master Indenture or in this Fifteenth Supplemental Indenture. Neither the Series 2024A Second Lien Bonds, the Section 2.08 Obligations nor the Section 2.09 Obligations shall constitute an indebtedness of the City or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision of the State is pledged to the payment of the principal of premium, if any, or the interest on the Series 2024A Second Lien Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations, or other costs incident to the Series 2024A Second Lien Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2024A Second Lien Bonds shall cease to be such officer before the delivery of such Series 2024A Second Lien Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

**Section 2.03. Authentication.** No Series 2024A Second Lien Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Fifteenth Supplemental Indenture unless and until such certificate of authentication in substantially the form attached to this Fifteenth Supplemental Indenture as part of *Exhibit A* shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Series 2024A Second Lien Bond shall be conclusive evidence that such Series 2024A Second Lien Bond has been authenticated and delivered under this Fifteenth Supplemental Indenture. The Trustee's certificate of authentication on any Series 2024A Second Lien Bond shall be deemed to have been executed by it if (i) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificates of authentication on all of the Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture and (ii) the date of authentication on such Series 2024A Second Lien Bond is inserted in the place provided for such date in the certificate of authentication.

**Section 2.04. Form of Series 2024A Second Lien Bonds; Temporary Series 2024A Second Lien Bonds.** The Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture shall be substantially in the form attached to this Indenture as *Exhibit A*, with such appropriate variations, omissions and insertions as are permitted or required by this Fifteenth Supplemental Indenture.

Pending preparation of definitive Series 2024A Second Lien Bonds, or by agreement with the purchasers of such Series 2024A Second Lien Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Series 2024A Second Lien Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Series 2024A Second Lien Bonds in exchange for and upon surrender of an equal principal amount of temporary Series 2024A Second Lien Bonds. Until so exchanged, temporary Series 2024A Second Lien Bonds shall have the same rights, remedies and security under this Fifteenth Supplemental Indenture as definitive Series 2024A Second Lien Bonds.

**Section 2.05. Delivery of Series 2024A Second Lien Bonds.** Upon the execution and delivery of this Fifteenth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2024A Second Lien Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section.

Prior to the delivery by the Trustee of the Series 2024A Second Lien Bonds there shall be filed with the Trustee:

(i) a copy, duly certified by the City Clerk or Deputy City Clerk of the City, of the Series 2024A Bond Ordinance;

(ii) original executed counterparts of the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture;

(iii) a Counsel's Opinion or Opinions to the effect that (A) the City had the right and power to adopt the Series 2024A Bond Ordinance; (B) the Series 2024A Bond Ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms (except as limited by any applicable bankruptcy liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (C) the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (D) the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture create the valid pledge of the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund except for the except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate

Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account (other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) under the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture for the benefit and security of the Series 2024A Second Lien Bonds; subject to application of such moneys and securities in the manner provided in the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture; (E) upon the execution, authentication and delivery of the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture, the Series 2024A Second Lien Bonds will have been, duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Series 2024A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture and (F) any required approval for the issuance of the Series 2024A Second Lien Bonds has been obtained;

(iv) a written order as to the delivery of the Series 2024A Second Lien Bonds, signed by the Chief Financial Officer and stating (A) the identity of the purchasers, the aggregate purchase price and the date and place of delivery; and (B) that no Event of Default has occurred and is continuing under the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture; and

(v) a Certificate of the Chief Financial Officer stating that the conditions of Section 2.06 of the Amended and Restated Second Lien Bonds Master Indenture have been met.

**Section 2.06. Mutilated, Lost, Stolen or Destroyed Series 2024A Second Lien Bonds.**

In the event a Series 2024A Second Lien Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Series 2024A Second Lien Bond of like date, maturity, interest rate and denomination as the Series 2024A Second Lien Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2024A Second Lien Bond, such mutilated Series 2024A Second Lien Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Series 2024A Second Lien Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Series 2024A Second Lien Bond has matured, instead of issuing a substitute Series 2024A Second Lien Bond the City may pay the same without surrender of such Series 2024A Second Lien Bond. The City and the Trustee may charge the Registered Owner of such Series 2024A Second Lien Bond with their reasonable fees and expenses in this connection. All Series 2024A Second Lien Bonds so surrendered to the Trustee shall be canceled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Series 2024A Second Lien Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate Series 2024A Second Lien Bonds issued and authenticated pursuant to this Section shall constitute original, contractual obligations of the City (whether or not, in the case of the first paragraph of this Section, lost, stolen or destroyed Series 2024A Second Lien Bonds

be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits under this Fifteenth Supplemental Indenture as all other Outstanding Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture.

All Series 2024A Second Lien Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Series 2024A Second Lien Bonds, and shall preclude any and all other rights or remedies.

**Section 2.07. Transfer and Exchange of Series 2024A Second Lien Bonds; Persons Treated as Owners.** (a) Subject to the limitations contained in subsection (c) of this Section, upon surrender for registration of transfer of any Series 2024A Second Lien Bond at the designated corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Series 2024A Second Lien Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (c) of this Section, Series 2024A Second Lien Bonds may be exchanged at such times at such designated corporate trust office of the Trustee upon surrender of such Series 2024A Second Lien Bond together with an assignment duly executed by the Registered Owner of such Series 2024A Bonds or such Registered Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Series 2024A Second Lien Bonds of like date and tenor of any Authorized Denomination as the Series 2024A Second Lien Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any Series 2024A Second Lien Bond of any Authorized Denomination shall constitute full and due authorization of such Authorized Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2024A Second Lien Bond.

(b) No service charge shall be imposed upon the Registered Owners for any exchange or transfer of Series 2024A Second Lien Bonds. The City and the Trustee may, however, require payment by the person requesting an exchange or transfer of Series 2024A Second Lien Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation to such exchange or transfer, except in the case of the issuance of one or more Series 2024A Second Lien Bonds for the unredeemed portion of a Series 2024A Second Lien Bond surrendered for redemption in part.

(c) The Trustee shall not be required to transfer or exchange any Series 2024A Second Lien Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Series 2024A Second Lien Bond and ending on such Interest Payment Date, or to transfer or exchange such Series 2024A Second Lien Bond after the mailing of notice calling such Series 2024A Second Lien Bond for redemption has been made as provided in this Fifteenth Supplemental Indenture or during the period of 15 days next preceding the giving of notice of redemption of Series 2024A Second Lien Bonds of the same Maturity Date and interest rate.

(d) Series 2024A Second Lien Bonds delivered upon any registration of transfer or exchange as provided in this Section 2.07 or as provided in Section 2.08 hereof shall be valid limited obligations of the City, evidencing the same debt as the Series 2024A Second Lien Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits of this Fifteenth Supplemental Indenture to the same extent as the Series 2024A Second Lien Bond surrendered.

(e) The City, the Trustee and any Paying Agent may treat the Registered Owner of any Series 2024A Second Lien Bond as the absolute owner of such Series 2024A Second Lien Bond for all purposes, whether or not such Series 2024A Second Lien Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Series 2024A Second Lien Bond as provided in this Fifteenth Supplemental Indenture shall be made only to or upon the written order of the Registered Owner of such Series 2024A Second Lien Bond or such Registered Owner's legal representative, but such registration may be changed as provided in this Fifteenth Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024A Second Lien Bond to the extent of the sum or sums so paid.

**Section 2.08. Cancellation.** Any Series 2024A Second Lien Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be canceled upon surrender of such Series 2024A Second Lien Bond to the Trustee or any Paying Agent. If the City shall acquire any of the Series 2024A Second Lien Bonds, the City shall deliver such Series 2024A Second Lien Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Series 2024A Second Lien Bonds canceled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Series 2024A Second Lien Bonds canceled by the Trustee and Series 2024A Second Lien Bonds canceled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Canceled Series 2024A Second Lien Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City. Upon the date of final maturity or redemption of all Series 2024A Second Lien Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Book-Entry Provisions.** The provisions of this Section shall apply as long as the Series 2024A Second Lien Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Fifteenth Supplemental Indenture to the contrary notwithstanding.

(a) Payments of the principal of and interest on the Series 2024A Second Lien Bonds shall be made to the Securities Depository, or its nominee, as the Registered Owner of the Series 2024A Second Lien Bonds, in same day funds on each date on which the principal of, premium; if any, and interest on the Series 2024A Second Lien Bonds is due as set forth in this Fifteenth Supplemental Indenture and the Series 2024A Second Lien Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Series 2024A Second Lien Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee written notice

thereof, and the Trustee shall make payments with respect to the Series 2024A Second Lien Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds to Participants or the beneficial owners of the Series 2024A Second Lien Bonds or their nominees.

(b) The Registered Owners of the Series 2024A Second Lien Bonds have no right to the appointment or retention of a Securities Depository for the Series 2024A Second Lien Bonds. If (i) the City determines, or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50 percent in principal amount of the Series 2024A Second Lien Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository, or that it is in the best interests of the beneficial owners that they obtain certificated Series 2024A Second Lien Bonds, the City may (or, in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Series 2024A Second Lien Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Series 2024A Second Lien Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Series 2024A Second Lien Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Series 2024A Second Lien Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Series 2024A Second Lien Bonds shown on the records of such Participant. Prior to any transfer of the Series 2024A Second Lien Bonds outside the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Replacement Series 2024A Second Lien Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of such Series 2024A Second Lien Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than \$1,000,000 principal amount of Series 2024A Second Lien Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Series 2024A Second Lien Bonds are payable only upon presentation and surrender of such replacement Series 2024A Second Lien Bond or Second Lien Bonds at the designated corporate trust office of the Trustee.

(d) The Securities Depository and its Participants, and the beneficial owners of the Series 2024A Second Lien Bonds, by their acceptance of the Series 2024A Second Lien Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Series 2024A Second Lien Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Series 2024A Second Lien Bonds.

(e) As long as Cede & Co. is the Registered Owner of the Series 2024A Second Lien Bonds, as nominee of DTC, references herein to the Registered Owners of the Series 2024A Second Lien Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2024A Second Lien Bonds.

(f) As long as Cede & Co. is the Registered Owner of the Series 2024A Second Lien Bonds:

(i) selection of Series 2024A Second Lien Bonds to be redeemed upon partial redemption or presentation of such Series 2024A Second Lien Bonds to the Trustee upon partial redemption shall be deemed made when the right to exercise ownership rights in such Series 2024A Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under this Fifteenth Supplemental Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Series 2024A Second Lien Bonds through DTC or its Participants.

### ARTICLE III

#### REDEMPTION OF SERIES 2024A SECOND LIEN BONDS

**Section 3.01. Optional Redemption.** The Series 2024A Second Lien Bonds maturing on November 1 of the years, [20\_\_], [20\_\_] and [20\_\_] are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after [\_\_\_\_\_] 1, [20\_\_] and if in part, in such order of maturity as the City shall determine and within any maturity and interest rate by lot, at a Redemption Price equal to the outstanding principal amount of such Series 2024A Second Lien Bond, together with accrued interest to the date fixed for redemption.

**Section 3.02. Mandatory Sinking Fund Redemption.**

(a) The Series 2024A Second Lien Bonds due on November 1, [20\_\_], November, [20\_\_], November 1, [20\_\_] and November 1, [20\_\_] (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, selected as provided in Section 3.05, at a redemption price of 100 percent of the outstanding principal amount of such Series 2024A Second Lien Bonds to be so redeemed, on November 1 of the years and in the amounts shown below, plus accrued interest to the redemption date, as set forth below:

Series 2024A Second Lien Bonds  
due November 1, [20\_\_]

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

Series 2024A Second Lien Bonds  
due November 1, [20\_\_]

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

\*Stated maturity

\*Stated maturity

Series 2024A Second Lien Bonds  
due November 1, [20\_\_]

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

Series 2024A Second Lien Bonds  
due November 1, [20\_\_]

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

\*Stated maturity

\*Stated maturity

(b) In lieu of redeeming the Term Bonds pursuant to the mandatory sinking fund redemption provisions described above, on or before the 60<sup>th</sup> day next preceding any mandatory sinking fund redemption date for such Term Bonds, the Trustee may, at the written direction of the Chief Financial Officer, use such funds available under the Indenture to purchase Term Bonds in the open market at a price not exceeding par plus accrued interest.

On or before the 60<sup>th</sup> day next preceding any mandatory sinking fund redemption date for the Term Bonds (or such shorter period as may be acceptable to the Trustee), the City may, at its option, (i) deliver to the Trustee for cancellation, Term Bonds or portions thereof in Authorized Denominations subject to mandatory sinking fund redemption or (ii) receive a credit in respect of its mandatory sinking fund redemption obligation for Term Bonds or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of such mandatory sinking fund redemption) and canceled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Each Term Bond or portion thereof subject to mandatory sinking fund redemption so delivered or previously redeemed will be credited against future mandatory sinking fund redemption obligations on Term Bonds in such order as the City designates, or if no such designation is made, in inverse chronological order, the principal amount of such Term Bonds to be redeemed by operation of such mandatory redemption to be accordingly reduced.

**Section 3.03. Redemption Terms; Notice of Redemption.**

(a) Series 2024A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.01 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption. Term Bonds shall be called for redemption by the Trustee pursuant to Section 3.02 hereof without further request or direction from the City or any other party. Series 2024A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.03 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption.

(b) Unless waived by any owner of Series 2024A Second Lien Bonds to be redeemed, notice of the call for any optional redemption pursuant to Section 3.01 hereof shall be given by the Trustee on behalf of the City by mailing the redemption notice by first class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of the Series 2024A Second Lien Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, but the failure to mail any such notice or any defect therein as to any Series 2024A Second Lien Bond to be redeemed shall not affect the validity of the proceedings for the redemption of any other Series 2024A Second Lien Bond to be redeemed. Any notice of redemption mailed as provided in this Section shall be conclusively presumed to have been given whether or not actually received by the addressee.

(c) All notices of redemption shall specify, at a minimum: (i) the series name and designation and certificate numbers of Series 2024A Second Lien Bonds being redeemed, (ii) the CUSIP numbers of the Series 2024A Second Lien Bonds being redeemed, (iii) the principal amount of Series 2024A Second Lien Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the redemption price, (vi) the Date of Issuance of the Series 2024A Second Lien Bonds being redeemed, (vii) the interest rate and maturity date of the Series 2024A Second Lien Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services (if required), and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice. With respect to an optional redemption of any Series 2024A Second Lien Bonds, such notice may state that said redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of the Series 2024A Second Lien Bonds being redeemed. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Series 2024A Second Lien Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2024A Second Lien Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for Series 2024A Second Lien Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all Series 2024A Second Lien Bonds or portions thereof which are to be redeemed on that date.

(d) Notice of redemption having been given as aforesaid, the Series 2024A Second Lien Bonds, or portions thereof, so to be redeemed shall, on the redemption date (unless the redemption has been canceled as described in Section 3.04(c) hereof), become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2024A Second Lien Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Series 2024A Second Lien Bonds for redemption in accordance with said notice, such Series 2024A Second Lien Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2024A Second Lien Bond, there shall be prepared for the Registered Owner a new Series 2024A Second Lien Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal. If any Series 2024A Second Lien Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption.

**Section 3.04. Selection of Series 2024A Second Lien Bonds for Redemption.** In the event of the redemption of fewer than all the Series 2024A Second Lien Bonds of the same interest rate and maturity, the aggregate principal amount thereof to be redeemed shall be in an Authorized Denomination, and the Trustee shall assign to each Series 2024A Second Lien Bond of such interest rate and maturity a distinctive number for each minimum Authorized Denomination of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum Authorized Denomination for each number, shall equal the principal amount of such Series 2024A Second Lien Bonds to be redeemed. The Series 2024A Second Lien Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Series 2024A Second Lien Bond shall be redeemed as shall equal such minimum Authorized Denomination for each number assigned to it and so selected. For purposes of any redemption of fewer than all of the outstanding Series 2024A Second Lien Bonds of a single interest rate and maturity, the particular Series 2024A Second Lien Bonds or portions thereof to be redeemed shall be selected not more than 60 days prior to the redemption date by the Trustee.

## ARTICLE IV

### REVENUES AND FUNDS

**Section 4.01. Source of Payment of Series 2024A Second Lien Bonds.** The Series 2024A Second Lien Bonds are not general obligations of the City but are limited obligations as described in Section 2.02 hereof and as provided in this Fifteenth Supplemental Indenture and in the Amended and Restated Second Lien Bonds Master Indenture.

**Section 4.02. Creation of Accounts and Subaccounts in 2024A Second Lien Bonds Subaccount.** (a) Moneys on deposit in the 2024A Second Lien Bonds Subaccount, and in each Account established in it as provided below, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Series 2024A Second Lien Bonds.

(b) There are by this Fifteenth Supplemental Indenture created by the City and ordered established with the Trustee separate Accounts within the 2024A Second Lien Second Lien Bonds Subaccount, designated as follows:

(i) Program Fee Account: an Account to be designated the “Series 2024A Second Lien Bonds, Program Fee Account” (the “*Series 2024A Program Fee Account*”);

(ii) Principal and Interest Account: an Account to be designated the “Series 2024A Second Lien Bonds, Principal and Interest Account” (the “*2024A Principal and Interest Account*”);

(iii) Cost of Issuance Account: an Account to be designated the “Series 2024A Costs of Issuance Account” (the “*Costs of Issuance Account*”).

**Section 4.03. Application of Series 2024A Second Lien Bond Proceeds.** The proceeds received by the City from the sale of the Series 2024A Second Lien Bonds in the amount of \$[\_\_\_\_,\_\_\_\_,\_\_\_\_] (consisting of the aggregate principal amount of the Series 2024A Second Lien Bonds, [plus/less] [net] [premium/discount] of \$[\_\_\_\_,\_\_\_\_,\_\_\_\_] and less the Underwriters’ discount of \$[\_\_\_\_,\_\_\_\_,\_\_\_\_]), shall be deposited with the Trustee and applied as follows:

(i) the Trustee will deposit into the Escrow Account the amount of \$[\_\_\_\_,\_\_\_\_,\_\_\_\_] for refunding the Refunded Bonds pursuant to the Escrow Agreement.

(ii) the Trustee shall pay to the Bond Insurer the amount of \$[\_\_\_\_,\_\_\_\_,\_\_\_\_] as payment of a portion of the premium for the Bond Insurance Policy.

(iii) the Trustee shall deposit into the Costs of Issuance Account the amount \$[\_\_\_\_,\_\_\_\_,\_\_\_\_] and shall apply such amount to the Costs of Issuance of the Series 2024A Second Lien Bonds as provided in Section 4.08 hereof.

**Section 4.04. Deposits into 2024A Second Lien Bonds Subaccount and Accounts.** On May 1 and November 1 of each year, commencing November 1, 2024 (each such date referred to in this Fifteenth Supplemental Indenture as the “Deposit Date”), there shall be deposited into the 2024A Second Lien Bonds Subaccount from amounts on deposit in the Second Lien Bonds Account (other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee and certified by the Chief Financial Officer and transferred by the City to the Trustee on or before the Business Day next preceding each such May 1 or November 1, respectively (such aggregate amount with respect to any Deposit Date being referred to in this Fifteenth Supplemental Indenture as the “Series 2024A Deposit Requirement”):

(a) for deposit into the 2024A Principal and Interest Account, an amount equal to the 2024A Principal and Interest Account Requirement; and

(b) for deposit into the Series 2024A Program Fee Account, the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related Deposit Date and, in the case of the initial Deposit Date, any Program Fees payable from the Date of Issuance to, but not including, such initial Deposit Date.

In addition to the Series 2024A Deposit Requirement, there shall be deposited into the 2024A Second Lien Bonds Subaccount any other moneys received by the Trustee under and pursuant to the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 2024A Second Lien Bonds Subaccount or to one or more Accounts in that Subaccount.

Upon calculation by the Trustee of each Series 2024A Deposit Requirement under this Section, the Trustee shall notify the City of the Series 2024A Deposit Requirement and the Deposit Date to which it relates; and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

**Section 4.05. Use of Moneys in the Principal and Interest Account.** Moneys in the Principal and Interest Account shall be used for the payment of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, for the redemption of Series 2024A Second Lien Bonds prior to their respective Maturity Dates and for the payment of Section 2.08 Obligations and Section 2.09 Obligations. Funds for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Series 2024A Second Lien Bonds (including the optional redemption of Series 2024A Second Lien Bonds pursuant to Section 3.01 hereof and not otherwise provided for; and with respect to payments made pursuant to Section 2.08 Obligations and Section 2.09 Obligations), shall be derived from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind, except that net payments required to be made by the City from Gross Revenues to a swap provider pursuant to a swap agreement authorized under the Indenture that does not satisfy the requirements for qualification as a Qualified Second Lien Swap Agreement shall be made only from amounts available after the payment of all Second Lien Bonds and termination and other non-scheduled payments made with respect to Section 2.09 Obligations shall be paid on a subordinate basis.

**Section 4.06.** [Reserved]

**Section 4.07.** [Reserved]

**Section 4.08. Use of Moneys in the Costs of Issuance Account.** Except as otherwise provided in the Series 2024A Bond Ordinance and this Fifteenth Supplemental Indenture, and subject to the provisions of and limitations contained in the Tax Agreement, moneys on deposit in the Costs of Issuance Account shall be disbursed and applied to pay, or to reimburse the payment of, Costs of Issuance, as directed in a certificate of the City filed with the Trustee. If after the earliest to occur of (i) payment of all other expenses incurred in connection with issuance of the Series 2024A Second Lien Bonds, as specified in a certificate of the City filed

with the Trustee and (ii) November 1, 2024, there shall be any balance remaining in the Cost of Issuance Account, such balance shall be transferred to the Principal and Interest Account.

**Section 4.09. Tax Covenants.** The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exclusion of interest on the Series 2024A Second Lien Bonds from gross income for federal income tax purposes, including, but not limited to, the provisions of Section 148 of the Code relating to “arbitrage bonds.”

The City further covenants to comply with the provisions of the Tax Agreement relating to the Series 2024A Second Lien Bonds, including, but not limited to, those provisions relating to the status of the Series 2024A Second Lien Bonds as “private activity bonds” under Section 141 of the Code.

**Section 4.10. Non-presentment of Bonds.** In the event any Series 2024A Second Lien Bond shall not be presented for payment when the principal of such Series 2024A Second Lien Bond becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Series 2024A Second Lien Bond shall have been made available to the Trustee for the benefit of the Registered Owner of such Series 2024A Second Lien Bond, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner of such Series 2024A Second Lien Bond for the payment of such Series 2024A Second Lien Bond shall immediately cease; determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without for interest on such monies; for the benefit of the Registered Owner of such Series 2024A Second Lien Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or on, or with respect to, such Series 2024A Second Lien Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Series 2024A Second Lien Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon the City’s written request, and thereafter the Registered Owners of such Series 2024A Second Lien Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest on such monies and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

**Section 4.11. Moneys Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Fifteenth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 8.03 of the Amended and Restated Second Lien Bonds Master Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created by this Fifteenth Supplemental Indenture.

## ARTICLE V

### INVESTMENT OF MONEYS

**Section 5.01. Investment of Moneys.** Moneys held in the funds, accounts and subaccounts established under this Fifteenth Supplemental Indenture, including moneys held for payment of Series 2024A Second Lien Bonds not presented for payment as described in Section 4.10 hereof, shall be invested and reinvested in Permitted Investments in accordance with the provisions governing investments contained in the Amended and Restated Second Lien Bonds Master Indenture; *provided*, however, that moneys in the Principal and Interest Account representing principal of or interest on the Series 2024A Second Lien Bonds shall only be invested in Governmental Obligations scheduled to mature on the earlier of (i) (A) 30 days from the date of investment (in the case of amounts representing principal of the Series 2024A Second Lien Bonds) or (B) six months from the date of investment (in the case of amounts representing interest payable on the Series 2024A Second Lien Bonds) or (ii) the date upon which such moneys will be required to be used in accordance with this Fifteenth Supplemental Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times part of the fund, account or subaccount for which they were made.

## ARTICLE VI

### DISCHARGE OF LIEN

**Section 6.01. Defeasance.** If the City shall pay to the Registered Owners of the Series 2024A Second Lien Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Series 2024A Second Lien Bonds, then this Fifteenth Supplemental Indenture shall be fully discharged and satisfied upon the satisfaction and discharge of this Fifteenth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and all fiduciaries shall pay over or deliver to the City all funds, accounts and other moneys or securities held by them pursuant to this Fifteenth Supplemental Indenture which are not required for the payment or redemption of the Series 2024A Second Lien Bonds.

If the City shall pay and discharge a portion of the Series 2024A Second Lien Bonds as provided above, including any Series in full, such portion shall cease to be entitled to any lien, benefit or security under the Indenture. The liability of the City with respect to such Series 2024A Second Lien Bonds shall continue, but the Registered Owners of the Series 2024A Second Lien Bonds so defeased shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Governmental Obligations described in clause (a) of the definition of such term deposited with the Trustee under Article IX of the Amended and Restated Second Lien Bonds Master Indenture.

The provisions of this Section 6.01 are subject in all respects to the provisions of Sections 9.01 and 9.02 of the Amended and Restated Second Lien Bonds Master Indenture.

## ARTICLE VII

### REMEDIES

The provisions of Article VII of the Amended and Restated Second Lien Bonds Master Indenture shall be applicable to any Event of Default which shall have occurred and be continuing under this Fifteenth Supplemental Indenture.

Under no circumstance may the Trustee declare the principal of or interest on the Series 2024A Second Lien Bonds to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture.

## ARTICLE VIII

### TRUSTEE AND PAYING AGENT

#### Section 8.01. Acceptance of Trusts.

(a) The Trustee accepts the trusts imposed upon it by this Fifteenth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth in this Fifteenth Supplemental Indenture and in the Master Indenture. Except as otherwise expressly set forth in this Fifteenth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Fifteenth Supplemental Indenture other than as set forth in the Master Indenture and this Fifteenth Supplemental Indenture, and this Fifteenth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Amended and Restated Second Lien Bonds Master Indenture, as fully as if said terms and conditions were set forth at length in this Fifteenth Supplemental Indenture. Notwithstanding the provisions of Section 8.04 or 8.05 of the Amended and Restated Second Lien Bonds Master Indenture, the Trustee shall have no lien or security interest in and to amounts in the Principal and Interest Account for the purpose of paying the fees or expenses of the Trustee or any Paying Agent. Notwithstanding any provision of the Indenture to the contrary, the Trustee may not resign or be removed until a successor Trustee shall have been appointed as provided in the Amended and Restated Second Lien Bonds Master Indenture.

(b) The Trustee may appoint a Trustee's Agent with power to act on its behalf and subject to its direction in the authentication, registration and delivery of Series 2024A Second Lien Bonds of any Series in connection with transfers and exchanges hereunder, as fully to all intents and purposes as though such Trustee's Agent had been expressly authorized by this Fifteenth Supplemental Indenture to authenticate, register and deliver such Series 2024A Second Lien Bonds. The foregoing notwithstanding, the Trustee need not appoint a Trustee's Agent for as long as the Trustee shall have an office in New York, New York capable of handling the duties of Trustee's Agent hereunder. Any Trustee's Agent appointed pursuant to this Section shall evidence its acceptance by a certificate filed with the Trustee and the City. For all purposes of this Fifteenth Supplemental Indenture, the authentication, registration and delivery of Series 2024A Second Lien Bonds by the Trustee or any Trustee's Agent pursuant to this Section shall

be deemed to be the authentication, registration and delivery of such Series 2024A Second Lien Bonds “by or to the Trustee.” Such Trustee’s Agent shall at all times be a commercial bank having an office in New York, New York, and shall at all times be a corporation organized and doing business under the laws of the United States or of any state with combined capital and surplus of at least \$15,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any Trustee’s Agent appointed hereunder shall also be a Paying Agent for purposes of this Fifteenth Supplemental Indenture

**Section 8.02. Dealing in Series 2024A Second Lien Bonds.** The Trustee, in its individual capacity, may buy, sell, own, hold and deal in the Series 2024A Second Lien Bonds, and may join in any action which the Registered Owner of any Series 2024A Second Lien Bond may be entitled to take with like effect as if it did not act in any capacity under this Fifteenth Supplemental Indenture. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the Registered Owners of the Series 2024A Second Lien Bonds secured by this Fifteenth Supplemental Indenture or other obligations of the City as freely as if it did not act in any capacity under this Fifteenth Supplemental Indenture.

**Section 8.03. Paying Agent.**

(a) The Trustee is hereby appointed Paying Agent for the Series 2024A Second Lien Bonds. The City may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in subsection (c) below for a successor Paying Agent.

(b) The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Fifteenth Supplemental Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Fifteenth Supplemental Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof.

(c) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Fifteenth Supplemental Indenture by giving at least 60 days’ written notice to the City and the Trustee, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed as provided herein. Any Paying Agent appointed by the City may be removed at any time by an instrument signed by the Chief Financial Officer and filed with such Paying Agent and the Trustee. The Trustee may at any time terminate the agency of any Paying Agent appointed by it by giving written notice of such termination to such Paying Agent and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Paying Agent shall cease to be eligible under this Section, the Trustee shall promptly appoint a successor Paying Agent shall give written notice of such appointment to the City and shall mail notice of such appointment to all Owners of Series 2024A Second Lien Bonds. Any successor Paying Agent shall be appointed by the City and shall be a bank or trust company organized under the laws of any state of the

United States or a national banking association; having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly-owned subsidiary of such an entity, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Fifteenth Supplemental Indenture.

(d) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds.

## ARTICLE IX

### SUPPLEMENTAL INDENTURES

**Section 9.01. Supplemental Indentures.** This Fifteenth Supplemental Indenture may be supplemented and amended in the manner set forth in Articles V and VI, respectively, of the Amended and Restated Second Lien Bonds Master Indenture.

Additionally, this Fifteenth Supplemental Indenture may, without the consent of, or notice to, any of the Bondholders, be supplemented and amended, in such manner as shall not be inconsistent with the terms and provisions of this Fifteenth Supplemental Indenture or the Amended and Restated Second Lien Bonds Master Indenture, for any one or more of the following purposes:

- (a) to provide for certificated Series 2024A Second Lien Bonds; and
- (b) to secure or maintain ratings from any Rating Agency in the highest long-term debt rating category of such Rating Agency which are available for the Series 2024A Second Lien Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on such Series 2024A Second Lien Bonds as provided in the Indenture or otherwise adversely affect the Registered Owners of such Series 2024A Second Lien Bonds under the Indenture.

## ARTICLE X

### MISCELLANEOUS

**Section 10.01. Fifteenth Supplemental Indenture as Part of Indenture.** This Fifteenth Supplemental Indenture shall be construed in connection with, and as a part of, the Amended and Restated Second Lien Bonds Master Indenture, and all terms, conditions and covenants contained in the Amended and Restated Second Lien Bonds Master Indenture, except as provided in the Amended and Restated Second Lien Bonds Master Indenture or as modified or supplemented in this Fifteenth Supplemental Indenture and shall apply and be deemed to be for the equal benefit, security and protection of the Bondholders.

**Section 10.02. Severability.** If any provision of this Fifteenth Supplemental Indenture shall be held or deemed to be, or shall, in fact, be, illegal, inoperative or unenforceable, the same

shall not affect any other provision or provisions contained in this Fifteenth Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 10.03. Payments Due on Saturdays, Sundays and Holidays.** If the date for making any payment, or the last date for the performance of any act or the exercise of any right, as provided in this Fifteenth Supplemental Indenture, shall not be a Business Day, such payment may be made, act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Fifteenth Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

**Section 10.04. Counterparts.** This Fifteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.05. Rules of Interpretation.** Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed.

**Section 10.06. Captions.** The captions and headings in this Fifteenth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Fifteenth Supplemental Indenture.

**IN WITNESS WHEREOF**, City has caused these presents to be executed in its name and with its official seal affixed with this Fifteenth Supplemental Indenture and attested by its duly authorized officials; and to evidence its acceptance of the trusts created by this Fifteenth Supplemental Indenture, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed with this Fifteenth Supplemental Indenture and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

[SEAL]

Attest:

By: \_\_\_\_\_  
Authorized Signatory

[(Sub)Exhibit "B" referred to in this Fifteenth Supplemental Indenture  
unavailable at time of printing.]

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

*(Sub)Exhibit "A".*  
 (To Fifteenth Supplemental Indenture)  
*Form Of Series 2024A Second Lien Bond.*

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

SECOND LIEN WATER REVENUE BONDS,

REFUNDING SERIES 2024A

Number R-\_\_ \$ \_\_\_\_\_

MATURITY DATE	INTEREST RATE	ORIGINAL ISSUE DATE	CUSIP
November 1, 20__	_____%	[_____] 2024	167736__

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: Dollars

The City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources provided below) to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above upon presentation and surrender of this Series 2024A Second Lien Bond, the Principal Amount specified above, and to pay (but only out of the sources provided below) interest on the balance of said Principal Amount from time to time remaining unpaid from and including the Original Issue Date specified above, or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for, until payment of said Principal Amount has been made or duly provided for. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Indenture (as defined below).

The Series 2024A Second Lien Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any Constitutional or statutory provision or limitation as to indebtedness. The Series 2024A Second Lien Bonds do not have a claim for payment from any taxes of the City. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal of the Series 2024A Second Lien Bonds, or the interest or any premium on the Series 2024A Second Lien Bonds. The Series 2024A Second Lien Bonds are payable solely from the Trust Estate pledged to such payment under the Master Indenture and certain other monies held by or on behalf of the Trustee.

The principal of and premium, if any, on this Series 2024A Second Lien Bond shall be payable at the designated corporate trust office of the Trustee or upon presentation and surrender of this Series 2024A Second Lien Bond.

Interest on this Series 2024A Second Lien Bond shall be paid by check mailed on the Interest Payment Date to the person appearing on the Bond Register as the Registered Owner of this Series 2024A Second Lien Bond as of the close of business of the Trustee on the Record Date at the address of such Registered Owners as it appears on the Bond Register or at such other address as is furnished to the Trustee in writing by such Registered Owner not later than the Record Date. Payment of interest on this Series 2024A Second Lien Bond shall be made to a Registered Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of Series 2024A Second Lien Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Registered Owner on such Interest Payment Date upon written notice from such Registered Owner containing the wire transfer address within the United States to which such Registered Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date.

Interest accrued on this Series 2024A Second Lien Bond shall be paid in arrears on each Interest Payment Date. Interest on this Series 2024A Second Lien Bond shall be computed upon the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

*General.* This Series 2024A Second Lien Bond is one of an authorized series of bonds limited in aggregate principal amount to \$[\_\_\_,\_\_\_],000 (the "Series 2024A Second Lien Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under an Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023, as heretofore supplemented (the "Master Indenture"), and as supplemented by a Fifteenth Supplemental Indenture, dated as of [\_\_\_\_\_] 1, 2024 (the "Fifteenth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), from the City to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), for any one or more of the purposes of (1) refunding the Refunded Bonds, (2) paying Costs of Issuance of the Series 2024A Second Lien Bonds, (3) paying the premium for the Bond Insurance Policy and (4) providing for any discount on the Series 2024A Second Lien Bonds. The Series 2024A Second Lien Bonds and the interest on them are payable from Net Revenues and amounts on deposit in the accounts of the Water Fund except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account and certain other monies held by or on behalf of the Trustee and from any other monies held by the Trustee under the Indenture for such purpose.

As provided in the Master Indenture, additional bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of bonds that may be issued pursuant to the Master Indenture is not limited, except as provided in the Indenture and ordinances authorizing those additional bonds, and all bonds issued and to be issued pursuant to the Master Indenture,

including the Series 2024A Second Lien Bonds, are and will be equally secured by the pledges and covenants made in the Series 2024A Second Lien Bonds, except as otherwise provided or permitted in the Indenture.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements to it and modifications and amendments of it is made for a description of the pledge and covenants securing the Series 2024A Second Lien Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Registered Owners of the Series 2024A Second Lien Bonds and the limitations on such rights and remedies.

The Series 2024A Second Lien Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as provided in the Fifteenth Supplemental Indenture.

*Limited Obligation.* The Series 2024A Second Lien Bonds are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Fifteenth Supplemental Indenture. The Series 2024A Second Lien Bonds are limited obligations of the City payable solely from the Trust Estate pledged therefor under the Indenture.

No recourse shall be had for the payment of the principal of premium, if any, or interest on any of the Series 2024A Second Lien Bonds or for any claim based on the Series 2024A Second Lien Bonds or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Fifteenth Supplemental Indenture and the issuance of any of the Series 2024A Second Lien Bonds.

*Registration.* This Series 2024A Second Lien Bond is transferable by the Registered Owner of this Series 2024A Second Lien Bond in person or by such Registered Owner's attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

*Defeasance.* Provision for payment of all or any portion of the Series 2024A Second Lien Bonds may be made, and the Indenture may be discharged, prior to payment of the Series 2024A Second Lien Bonds in the manner provided in the Master Indenture.

*Miscellaneous.* The Registered Owner of this Series 2024A Second Lien Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants of the Indenture, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect to the Indenture, except as provided in the Indenture.

IT IS CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of

this Series 2024A Second Lien Bond have been performed in due time, form and manner as required by law, and that the issuance of this Series 2024A Second Lien Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Series 2024A Second Lien Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Series 2024A Second Lien Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed on this Series 2024A Second Lien Bond and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2024A Second Lien Bond is one of the Series 2024A Second Lien Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_

The Bank of New York Mellon Trust Company,  
N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

- Ten. Com. -- as tenants in common
- Ten. Ent. -- as tenants by the entireties
- Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act \_\_\_\_\_ Custodian \_\_\_\_\_  
 (Cust.) (Minor)  
 under Uniform Gifts to Minors Act  
 \_\_\_\_\_  
 (State)

Additional abbreviations may also be used, though not in the above list.

For value received, the undersigned sells, assigns and transfers unto  
 \_\_\_\_\_  
 (Name and Address of Assignee)

this Series 2024A Second Lien Bond of the City of Chicago and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney to transfer said Series 2024A Second Lien Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Signature Guaranteed: \_\_\_\_\_

Notice: The signature to this assignment must correspond with the name as it appears upon the face of this Series 2024A Second Lien Bond in every particular, without alteration or enlargement or any change whatsoever.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT MORAN PARK, 5727 S. RACINE AVE.

[O2024-0009583]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with the Chicago Park District for allocation of Tax Increment Financing (TIF) funds to build a new field house with gymnasium and site improvements to include basketball court and additional amenities at Moran Park, located at 5727 South Racine Avenue in the 16<sup>th</sup> Ward (O2024-0009583), in an amount not to exceed \$9,000,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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, Under 65 ILCS 5/11-74.4-3(q)(7), 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 a redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

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

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to undertake certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance 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".*

1. Park:

Moran Park.

2. Property:

5727 South Racine Avenue  
Chicago, Illinois 60621.

3. Project:

The TIF-funded improvements will build a new facility with rooms for park programming and community use in addition to the new gym, providing a new level of park service to the neighborhood. Sitework will provide new basketball courts to the park.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$9,000,000.

## 5. Project Budget:

Sources	Amount
Englewood Neighborhood TIF	\$9,000,000
Total:	\$9,000,000

Uses	Amount
Demolition of existing fieldhouse	\$ 300,000
Construction of new fieldhouse	7,300,000
Site improvements to include basketball court installation	100,000
Design and construction services	800,000
Project management	500,000
Total:	\$9,000,000

## 6. TIF-Funded Improvements:

The project consists of demolition of the existing fieldhouse and subsequent construction of a new fieldhouse and site improvements to Moran Park.

## 7. Redevelopment Area:

Englewood Neighborhood Redevelopment Project Area.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

Under ordinances adopted on June 27, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 61852 through 62055, the City Council: (i) approved a redevelopment plan and project (the "Englewood Neighborhood Plan") for the Englewood Neighborhood Redevelopment Project Area; (ii) designated the Englewood Neighborhood Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Englewood Neighborhood Redevelopment Project Area. The Plan was amended by ordinance(s) adopted on November 13, 2013.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT SKINNER PARK, 1331 W. MONROE ST.

[O2024-0009581]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with Chicago Park District for allocation of Tax Increment Financing (TIF) funds to renovate the existing playground/gardens, site improvements to the Tranquil Garden and Roots Garden and playground improvements at Skinner Park, located at 1331 West Monroe Street in the 27<sup>th</sup> Ward (O2024-0009581), in an amount not to exceed \$900,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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, Under 65 ILCS 5/11-74.4-3(q)(7), 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 a redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

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

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to undertake certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance 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".*

1. Park:

Skinner Park.

2. Property:

1331 West Monroe Street  
Chicago, Illinois 60607.

3. Project:

The TIF-funded improvements will include the renovation of the existing playground and gardens in the park. Site improvements to the Tranquil Garden and the Roots Garden will include new concrete walkways and pads for additional benches and picnic tables, watery hydrants for the gardens, electrical outlets and fencing. Playground improvement to include the removal and replacement of the soft surfacing, removal and replacement of the built-in sandbox and replacement of select pieces of playground equipment as needed.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$900,000.

## 5. Project Budget:

Sources	Amount
Central West TIF	\$900,000
Total:	\$900,000

Uses	Amount
Garden rehab to include new fencing, concrete paths, electrical and water connections, retaining wall	\$500,000
Playground rehab, removal and replacement of sand box, picnic tables and benches	225,000
Removal and replace playground soft surface	175,000
Total:	\$900,000

## 6. TIF-Funded Improvements:

Improvements will include the renovation of the existing playground and gardens in the park.

## 7. Redevelopment Area:

Central West Redevelopment Project Area.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

Under ordinances adopted on February 16, 2000 and published in the *Journal of the Proceedings* (the "*Journal*") of the City Council of the City of Chicago (the "City Council") for such date at pages 25277 through 25432, the City Council: (i) approved a redevelopment plan and project (the "Central West Plan") for the Central West Redevelopment Project Area; (ii) designated the Central West Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Central West Redevelopment Project Area. The Plan was amended by ordinance adopted on March 12, 2008.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT WELLES PARK, 2333 W. SUNNYSIDE AVE.

[O2024-0009578]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with the Chicago Park District for allocation of Tax Increment Financing (TIF) funds for site improvements including restoration of the existing volleyball courts and horseshoe pits, new pickleball courts, landscape restoration and benches at Welles Park, located at 2333 West Sunnyside Avenue in the 47<sup>th</sup> Ward (O2024-0009578), in an amount not to exceed \$400,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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, Under 65 ILCS 5/11-74.4-3(q)(7), 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 a redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

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

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to undertake certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance 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".*

1. Park:

Welles Park.

2. Property:

2333 West Sunnyside Avenue  
Chicago, Illinois 60618.

3. Project:

The improvements at the Park will include restoration of the existing sand at the volleyball court and horseshoe pits and the construction of three (3) new pickleball courts, as well as landscape restoration and the addition of new benches.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$400,000.

## 5. Project Budget:

Sources	Amount
Western Avenue North TIF	\$400,000
Total:	\$400,000

Uses	Amount
Horseshoe pit and sand volleyball pit renovation	\$200,000
Three new pickleball courts	200,000
Total:	\$400,000

## 6. TIF-Funded Improvements:

The TIF-funded improvements at the Park will include restoration of the existing sand at the volleyball court and horseshoe pits and the construction of three (3) new pickleball courts, as well as landscape restoration and the addition of new benches.

## 7. Redevelopment Area:

Western Avenue North Redevelopment Project Area.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

Under ordinances adopted on January 12, 2000 and published in the *Journal of the Proceedings* (the "*Journal*") of the City Council of the City of Chicago (the "City Council") for such date at pages 22394 through 22521, the City Council: (i) approved a redevelopment plan and project (the "Western Avenue North Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project") for the Western Avenue North Redevelopment Project Area; (ii) designated the Western Avenue North Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Western Avenue North Redevelopment Project Area with the foregoing Plan being amended on May 17, 2000 and published in the *Journal* for said date at pages 31610 through 31706.

FIRST AMENDMENT TO 2023 CITY TAX EXEMPT PRIVATE ACTIVITY VOLUME BOND CAP CEDING ORDINANCE.

[O2024-0009584]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 2023 City tax exempt private activity volume bond cap ceding to Illinois Housing Development Authority (IHDA) ordinance (O2024-0009584), 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available for persons of low- and moderate-income; and

WHEREAS, On July 19, 2023, the City Council of the City adopted an ordinance, referenced as O2023-2317, and published at pages 1697 through 1700, inclusive, of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date (the "Original Ordinance"); and

WHEREAS, The Original Ordinance authorized the City to make one or more reallocations to the Illinois Housing Development Authority ("IHDA") of the City's available volume cap totaling not to exceed \$150,000,000 (the "Reallocation Amount") to be used by IHDA in connection with IHDA's issuance of tax-exempt qualified mortgage bonds, multi-family housing revenue bonds and other tax-exempt obligations (collectively, the "Tax-Exempt Obligations") for one or more Affordable Housing Developments (as defined in the Original Ordinance) within the corporate boundaries of the City, pursuant to one or more intergovernmental agreements between the City and IHDA (each, an "IGA"); provided that if Tax-Exempt Obligations to be issued for an Affordable Housing Development in connection with a specific reallocation are not issued by IHDA as of, or prior to 11:00 PM on December 31<sup>st</sup> of the year the related IGA is executed, the City's reallocation will not have been deemed to have occurred and said reallocation amount of volume cap shall revert back to the City, unless the City's Commissioner of Housing or the City's Chief Financial Officer, in their respective sole discretion, extends such deadline to no later than 11:00 P.M. on February 1<sup>st</sup> of the succeeding year; and

WHEREAS, The City now wishes to amend the Original Ordinance to allow the City to reallocate to IHDA the City's available volume cap in an amount not to exceed the Reallocation Amount as a form of reimbursement to IHDA for one or more Affordable Housing Developments located within the corporate boundaries of the City (each, a "City-Located Project") for which IHDA has issued Tax-Exempt Obligations using its own volume cap, provided that IHDA has, prior to issuing the Tax-Exempt Obligations for each respective City-Located Project: (i) identified such City-Located Project to DOH; (ii) obtained a promise from the City to reimburse IHDA for the use of IHDA's own volume cap for such City-Located Project by reallocating said amount of the City's volume cap to IHDA; and (iii) made the determination in a board resolution that IHDA would not have proceeded with said City-Located Project if it had not received the City's promise to reimburse IHDA for the volume cap it used for said City-Located Project; and

WHEREAS, The City further wishes to amend the Original Ordinance to allow IHDA to use reallocated volume cap in connection with an Affordable Housing Development for Tax-Exempt Obligations issued for such Affordable Housing Development in one or more years subsequent to the year in which the related IGA for such Affordable Housing Development was executed; now, therefore,

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

SECTION 1. The Original Ordinance is hereby amended by deleting the language stricken and by inserting the language underlined as follows:

(Omitted text is unaffected by this ordinance.)

WHEREAS, The City's Department of Housing ("DOH") does not have enough administrative resources to leverage all the volume cap provided to the City and reallocating a portion of the City's unused volume cap would allow the City to partner with other funding agencies to create affordable housing; and

(Omitted text is unaffected by this ordinance.)

WHEREAS, During the period beginning on the effective date of this ordinance until December 31, 2025 (the "Reallocation Period"), the City wishes to make one or more reallocations ~~to IHDA~~ of the City's available volume cap totaling not to exceed \$150,000,000 (the "Reallocation Amount"), pursuant to one or more intergovernmental agreements (each, an "IGA"), to IHDA for one or more Affordable Housing Developments located within the corporate boundaries of the City (each, a "City-Located Project") that IHDA has issued Tax-Exempt Obligations using its own volume cap, to be used by IHDA in connection with IHDA's issuance of Tax-Exempt Obligations for one or more Affordable Housing Developments within the corporate boundaries of the City (each, a "Project"), provided that IHDA has, prior to issuing the Tax-Exempt Obligations for each respective City-Located Project: (i) identified such City-Located Project to DOH; (ii) obtained a promise from the City to reimburse IHDA for the use of IHDA's own volume cap for such City-Located Project by ceding said amount of the City's volume cap to IHDA; and (iii) made the determination in a board resolution that IHDA would not have proceeded with said City-Located Project if it had not received the City's promise to cede volume cap to IHDA in the same amount it used for said City-Located Project; pursuant to one or more intergovernmental agreements between the City and IHDA (each, an "IGA"); provided that if Tax-Exempt Obligations to be issued for a Project in connection with a specific reallocation are not issued by IHDA, as of or prior to 11:00 PM on December 31<sup>st</sup> of the year the related IGA is executed, the City's reallocation will not have been deemed to have occurred and said reallocation amount of volume cap shall revert back to the City, unless the DOH Commissioner or the CFO at their respective sole discretion, extends such deadline to no later than 11:00 P.M. on February 1<sup>st</sup> of the succeeding year; now, therefore, now, therefore,

(Omitted text is unaffected by this ordinance.)

SECTION 2. The Commissioner of Housing (“DOH Commissioner”), in consultation with the Chief Financial Officer of the City (“CFO”), is hereby authorized to reallocate to IHDA at the DOH Commissioner’s discretion from time to time during the Reallocation Period, in one or more amounts of the City’s then available volume cap, provided that the Reallocation Amount shall not exceed, in the aggregate, \$150,000,000, provided that IHDA has, prior to issuing Tax-Exempt Obligations for each respective City-Located Project: (i) identified such City-Located Project to DOH; (ii) obtained a promise from the DOH Commissioner that the City will reimburse IHDA for the use of IHDA’s own volume cap for such City-Located Project by reallocating said amount of the City’s volume cap to IHDA; and (iii) made the determination in a board resolution that IHDA would not have proceeded with said City-Located Project if it had not received the City’s promise to reimburse IHDA for the volume cap it used for said City-Located Project.

(Omitted text is unaffected by this ordinance.)

~~SECTION 8. If Tax Exempt Obligations to be issued for a Project in connection with a specific reallocation are not issued by IHDA as of, or prior to 11:00 PM on December 31<sup>st</sup> of the year the related IGA is executed, the City’s reallocation will not have been deemed to have occurred and said reallocation amount of volume cap shall revert back to the City unless the DOH Commissioner or the CFO at their respective sole discretion, extends such deadline to no later than 11:00 P.M. on February 1<sup>st</sup> of the succeeding year.~~

SECTION 98. 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 940. This ordinance shall be effective as of the date of its passage and approval.

SECTION 2. Except as modified by this Amending Ordinance, the Original Ordinance shall remain in full force and effect. 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 Amending Ordinance, the provisions of this Amending Ordinance shall control. If any section, paragraph, clause or provision of this Amending Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Amending Ordinance.

SECTION 3. This ordinance shall take effect upon its passage and approval.

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING FUNDS FOR IMPROVEMENTS AT REVERE PARK, 2509 W. IRVING PARK RD.

[O2024-0009579]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning the Second Amendment to Intergovernmental Agreement with Chicago Park District for the provision of Tax Increment Financing (TIF) funds for improvements at Revere Park at 2509 West Irving Park Road in the 47<sup>th</sup> Ward (O2024-0009579), in an amount not to exceed \$400,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under 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 January 12, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date at pages 22277 -- 22394, 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 "Western Avenue South Redevelopment Project Area" (the "Western Avenue South Redevelopment Area"); (ii) designated the Western Avenue South Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Western Avenue South Redevelopment Area; and the foregoing plan being amended on May 17, 2000; 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 "Western Avenue South Increment"); and

WHEREAS, In an ordinance adopted on November 14, 2018 and published at pages 90473 -- 90492 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 Western Avenue South Increment in an amount not to exceed \$7,500,000 for the purpose of constructing improvements to Revere Park, which is generally located at 2509 West Irving Park Road, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On March 24, 2019, 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 use \$400,000 already held in reserve for Revere Park from the Western Avenue South Increment in order to cover the 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 "Second Amendment") whereby the City shall use \$400,000 already held in reserve in Revere Park, for a total of \$7,500,000 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 Second 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 Second Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Second 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".*

*Second Amendment To Intergovernmental Agreement.*

This amendment (the "Second 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 March 24, 2019 (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 November 14, 2018, and published at pages 90473 -- 90492 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, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the City Comptroller, an intergovernmental agreement with the Park District, to undertake certain improvements to Revere Park (the "Project"), generally located at 2509 West Irving Park Road 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 January 12, 2000, and published in the *Journal* for said date at pages 22277 -- 22394, 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 "Western Avenue South Redevelopment Project Area" (the "Western Avenue South Redevelopment Area"); (ii) designated the Western Avenue South Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Western Avenue South Redevelopment Area, and the foregoing Plan being amended on May 17, 2000; 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 Western Avenue South Redevelopment Area shall be known as the "City Increment"); and

Whereas, Pursuant to the First Amendment 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 \$7,500,000 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 the City to revise the Project to include certain improvements on the Property; and

Whereas, The City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$400,000 for the purpose of funding repair and resurfacing of the existing four (4) tennis courts; and

Whereas, On January 16, 2019, the Park District's Board of Commissioners (the "Board") adopted resolutions authorizing the execution of the Agreement; and

Whereas, On January 15, 2020, the City Council approved an ordinance which is published at pages 12841 to 12850 of the *Journal* of that date that authorized the making of the First Amendment; and

Whereas, On \_\_\_\_\_, 2024, the City Council approved an ordinance which is published at pages \_\_\_\_\_ to \_\_\_\_\_ of the *Journal* of that date that authorized the making of this Second Amendment; and

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 Second Amendment by reference.

*Section 2.*

*Terms And Conditions.*

The TIF-funded improvements will include the renovation of four (4) existing tennis courts at Revere Park. While the scope of the Agreement authorized certain improvements listed in Exhibit C, this Second Amendment seeks to expand the original scope of these improvements to include the resurfacing and restoration of the existing four (4) tennis courts, as listed in Exhibit C-1.

*Section 3.*

*Scope Of Project.*

1. Section 2.7 is hereby amended by adding to the preliminary list of capital improvements, equipment costs, general construction costs, and other costs, through the addition of Exhibit C-1, "tennis court renovation, four (4) courts" to the list of allowable improvements.

*Section 4.*

*Exhibits.*

1. Exhibit C, Project Budget to the Agreement is hereby amended by the addition of Exhibit C-1, as indicated below:

*Exhibit "C-1".*

*Project Budget.*

The total cost of the Project is \$7,500,000. In no event, however, shall funding from the Western Avenue South TIF Fund exceed \$7,500,000. The \$400,000 for the new improvements in Exhibit C-1 is already held for Revere Park and no new allocation is required. The improvements shall not exceed \$400,000.

Sources	Amount
Western Avenue South TIF	\$400,000
Total:	\$400,000

Uses	Amount
Tennis court renovation, four (4) courts	\$400,000
Total:	\$400,000

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

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

In Witness Whereof, The parties have caused this Second 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:

By: \_\_\_\_\_

Sarah Gelder,  
Secretary

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING ALLOCATION OF TAX INCREMENT FINANCING FUNDS FOR IMPROVEMENTS AT UNION PARK, 1501 W. RANDOLPH ST.

[O2024-0009580]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning the Second Amendment to Intergovernmental Agreement with Chicago Park District for allocation of Tax Increment Financing (TIF) funds for site amenities including playground soft surfacing replacement and new fencing, lighting upgrades and pathway paving at Union Park, located at 1501 West Randolph Street in the 27<sup>th</sup> Ward (O2024-0009580), in an amount not to exceed \$1,000,000, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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 February 16, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 25276 -- 25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Project Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the *Journal of Proceedings* for said date at pages 22072 -- 22292, and the Plan was further amended pursuant to an ordinance adopted on September 8, 2011, and published in the *Journal of Proceedings* for said date at pages 6051 -- 6136; 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 "Central West Increment"); and

WHEREAS, In an ordinance adopted on November 16, 2011 and published at pages 14771 -- 14794 of the *Journal of Proceedings* for that date, the City Council authorized the Department of Planning and Development of the City ("DPD") to use a portion of the Central West Increment in an amount not to exceed \$700,000 for the purpose

of constructing improvements to Union Park, which is generally located at 1501 West Randolph Street, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On November 28, 2011, 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, On October 16, 2013, the City Council approved an ordinance which is published at pages 60726 -- 60744 of the *Journal of Proceedings* of that date that authorized the making of the First Amendment, which increased the Project Budget by an additional \$2,050,000 for a total of \$2,750,000; and

WHEREAS, DPD desires to reallocate to the Park District an additional \$1,000,000 from the Central West 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 "Second Amendment") whereby the City shall increase the amount of assistance by \$1,000,000 for a total of \$3,750,000 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 Second 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 Second Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Second 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".*

*Second Amendment To Intergovernmental Agreement.*

This amendment (the "Second 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 November 28, 2011 (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 November 16, 2011, and published at pages 14771 -- 14794 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, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the City Comptroller, an intergovernmental agreement with the Park District, to undertake certain improvements to Union Park (the "Project"), generally located at 1501 West Randolph 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 February 16, 2000, and published in the *Journal* for said date at pages 25276 -- 25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the *Journal* for said date at pages 22072 -- 22292, and the Plan was further amended pursuant to an ordinance adopted on September 8, 2011, and published in the *Journal* for said date at pages 6051 -- 6136; 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 Central West 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 \$2,050,000 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 the City to revise the Project to include certain improvements on the Property; and

Whereas, The City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$1,000,000 for the purpose of funding improvements that will include new pathways throughout the park, LED replacement lighting and the addition of five (5) new pedestrian poles to provide additional lighting throughout the park, playground improvements including the installation of new fencing, the removal of the soft surface, and removal and replacement of select pieces of playground equipment; and

Whereas, On November 16, 2011, the Park District's Board of Commissioners (the "Board") adopted resolutions authorizing the execution of the Agreement; and

Whereas, On October 16, 2013, the City Council approved an ordinance which is published at pages 60726 to 60744 of the *Journal* of that date that authorized the making of the First Amendment; and

Whereas, On \_\_\_\_\_, 2024, the City Council approved an ordinance which is published at pages \_\_\_\_\_ to \_\_\_\_\_ of the *Journal* of that date that authorized the making of this Second Amendment; and

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 Second Amendment by reference.

*Section 2.*

*Terms And Conditions.*

The TIF-funded improvements will include the new pathways throughout the park, LED replacement lighting and the addition of five (5) new pedestrian poles to provide additional lighting throughout the park, playground improvements including the installation of new fencing, the removal of the soft surface, and removal and replacement of select pieces of playground equipment, as listed in Exhibit C-1.

*Section 3.*

*Scope Of Project.*

1. Section 2.7 is hereby amended by adding to the preliminary list of capital improvements, equipment costs, general construction costs, and other costs, through the addition of Exhibit C-1, "playground soft surfacing removal and replacement, new fencing, lighting upgrade and pathway paving" to the list of allowable improvements.

*Section 4.*

*Exhibits.*

1. Exhibit C, Project Budget to the Agreement is hereby amended by the addition of Exhibit C-1, as indicated below:

*Exhibit "C-1".*

*Project Budget.*

The total cost of the Project, as amended, is \$3,750,000. The improvements shall not exceed \$1,000,000. In no event, however, shall the funding from the Central West TIF Fund exceed \$3,750,000.

Sources	Amount
Central West TIF	\$1,000,000
Total:	\$1,000,000

Uses	Amount
Playground soft surfacing removal and replacement, new fencing	\$ 320,000
Lighting upgrade	180,000
Pathway paving	500,000
Total:	\$1,000,000

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

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

In Witness Whereof, The parties have caused this Second 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:

By: \_\_\_\_\_

Sarah Gelder,  
Secretary

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 AFFORDABLE HOUSING PROJECT AT 1515 AND 1635 -- 1643 W. 47<sup>TH</sup> ST. CORRECTING LEGAL DESCRIPTION OF PROJECT SITES.

[O2024-0009605]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 United Yards Project Ordinance to correct the legal description of the project sites and authorize other financial assistance to New City Redevelopment Limited Partnership for the affordable housing project at 1515 and 1641 -- 1643 West 47<sup>th</sup> Street in the 20<sup>th</sup> Ward (O2024-0009605), 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 13, 2023, the City Council (the "City Council") of the City of Chicago (the "City") passed an Ordinance (the "Ordinance") with respect to the below-defined United Yards 1A Project, a copy of which is attached hereto as Schedule A to Amending Ordinance; and

WHEREAS, The Ordinance authorized New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), to: (i) acquire from the City vacant land located at 1515 West 47<sup>th</sup> Street, Chicago, Illinois (the "Six-Story Project Site"); (ii) acquire from an affiliate of the Borrower vacant land located at the corner of 47<sup>th</sup> Street and South Marshfield Avenue in Chicago, Illinois, with the street addresses of 1635 -- 1643 West 47<sup>th</sup> Street (or, alternatively, 4706 -- 4712 South Marshfield Avenue (the "Three-Flat Project Site")); (iii) construct on the Six-Story Project Site a six-story new construction building with 45 units of family housing (the "Six-Story Facility"); and (iv) construct on the Three-Flat Project Site two Three-Flat buildings with a combined total of six two-bedroom units (the "Three-Flat Facilities"), collectively to be known as the "United Yards 1A Project"; and

WHEREAS, The respective legal descriptions and street addresses of the Six-Story Project Site and the Three-Flat Project Site, were set forth on Exhibit F to the Ordinance (the "Original Legal Descriptions and Addresses"); and

WHEREAS, The Original Legal Descriptions and Addresses did not accurately reflect the actual legal description and street addresses of the Three-Flat Project Site and it is deemed necessary and desirable to correct the legal description and street addresses for the Three-Flat Project Site; and

WHEREAS, The Ordinance authorized bonds (the "Bonds") to be issued in an aggregate principal amount of not to exceed \$22,500,000 to finance a portion of the costs of the United Yards 1A Project; and

WHEREAS, Costs of the Facilities (as defined in the Ordinance) have increased and, as a result, it is deemed necessary and desirable to authorize the issuance of the Bonds in an increased aggregate principal amount of not to exceed \$25,000,000; now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this ordinance (the "Amending Ordinance") are hereby incorporated into this Amending Ordinance by this reference. All capitalized terms used in this Amending Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Indenture, as such document is defined in the Ordinance and attached as Exhibit B to the Ordinance.

SECTION 2. Reaffirmation Of Provisions Of Ordinance. Except as provided in Sections 3 and 4 hereof, all provisions of the Ordinance are hereby affirmed as if such provisions are approved by this Amending Ordinance.

SECTION 3. Approval Of Corrected Legal Descriptions. The corrected legal description and street addresses attached hereto as (Sub)Exhibit F to Amending Ordinance (the "Corrected Legal Descriptions and Addresses") are hereby approved and substituted for Exhibit F to the Ordinance and the Corrected Legal Descriptions and Addresses also amend any other references to the legal descriptions and street addresses contained in the Ordinance (including, without limitation, Exhibit A thereto); provided that any further changes in the Corrected Legal Descriptions and Addresses following the date of adoption of this Amending Ordinance and not resulting from any change in the location of the United Yards 1A Project shall not affect the validity or effectiveness of any provision of the Ordinance, as amended by this Amending Ordinance.

SECTION 4. Increase Of Authorized Principal Amount Of Bonds And Change Of Series Designation. Section 3 of the Ordinance and Exhibit A -- Section 1 of the Ordinance are hereby amended to increase the aggregate authorized principal amount of the Bonds to Twenty-five Million Dollars (\$25,000,000). In addition, all references to the series designation of the Bonds in the Ordinance shall be amended to refer to "Series 2024".

SECTION 5. Separability. If any provision of this Amending Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Amending Ordinance.

SECTION 6. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this Amending Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Amending Ordinance or the instruments authorized by this Amending Ordinance or to render any agreement or instrument authorized hereby voidable at the option of the City.

SECTION 8. Effective Date. This Amending Ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit "F" and Schedule "A" referred to in this Amending Ordinance read as follows:

*Exhibit "F".*  
(To Amending Ordinance)

*Corrected Legal Descriptions.*

Parcel 1 (Six-Story Project Site):

Lots 7, 8, 9, 10 and 11 in Block 6 of Kay's Addition to Chicago, being a subdivision in the northwest quarter of the northwest quarter of the northwest quarter and the south half of the northwest quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2 (Three-Flat Project Site):

The west 48.0 feet of Lots 1, 2, 3 and 4 in Jars Resubdivision of Lots 1 through 4 in Block 2 in Berger & Jacob's Subdivision of Block 9, according to the plat recorded July 7, 1879 as Document Number 228669, in Stone & Whitney's Subdivision recorded December 29, 1856, ante-fire, of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, according to Jars Resubdivision, aforesaid, recorded September 8, 2023 as Document Number 2325134073, in Cook County, Illinois.

Common Addresses:

1515 West 47th Street  
Chicago, Illinois 60609; and

1641 -- 1643 West 47th Street  
Chicago, Illinois 60609.

Property Index Numbers (PINs):

20-08-101-055-0000;

20-07-206-008-0000; and

20-07-206-009-0000.

*Schedule "A".*  
(To Amending Ordinance)

*Original Ordinance.*

12/13/2023

COMMUNICATIONS, ETC.

7363

**COMMITTEE ON FINANCE.**

---

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

[O2023-0005765]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

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

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

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

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

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

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

*Nays* -- None.

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

7364

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

The following is said ordinance as passed:

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7365

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

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

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

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

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

7366

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7367

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

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

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

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

- (a) the form of Indenture, which includes a form of the Bonds to be issued by the City (attached as Exhibit B hereto);
- (b) the form of Loan Agreement (attached as Exhibit C hereto); and
- (c) the form of Land Use Restriction Agreement (attached as Exhibit D hereto); and

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

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

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

7368

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7369

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

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

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

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

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

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

7370

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7371

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

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

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

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

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

7372

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7373

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

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

**SECTION 19. Separability.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

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

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

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

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

7374

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

*Exhibit "A".*  
(To Ordinance)

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

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

12/13/2023

COMMUNICATIONS, ETC.

7375

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

**1. Bonds:**

**Amount:** Not to exceed \$22,500,000.

**Source:** Proceeds from the issuance of the Bonds.

**Term:** Not to exceed ten (10) years.

**Interest:** Not to exceed eight percent (8%) or such other lesser rate acceptable the Authorized Officer.

**Security:** Eligible Funds, including Lender Funds to be advanced by the Lender to the Trustee (as such terms are defined in the indenture).

**Additional Financing:**

**2. Equity Bridge Loan:**

**Amount:** Not to exceed \$20,200,000.

**Source:** Regions Bank.

**Term:** Not to exceed 36 months.

**Interest:** Not to exceed 12 percent per annum.

**Security:** First-position mortgage on the Project Site (the "Senior Mortgage").

**3. Construction Loan:**

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

**Source:** Regions Bank.

**Term:** Not to exceed 36 months.

7376

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

Interest: Not to exceed 12 percent per annum.

Security: The Senior Mortgage.

4. Permanent Loan:

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

Source: IFF.

Term: Not to exceed 17 years.

Interest: Not to exceed 7 percent per annum.

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

5. TIF Funds Loan:

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

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

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

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

Interest: Not to exceed zero percent.

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

Either:

6(a). CRP Grant:

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

Source: Chicago Recovery Program Funds.

12/13/2023

COMMUNICATIONS, ETC.

7377

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

Or:

6(b). CRP Loan:

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

Source: Chicago Recovery Program Funds.

Term: Not to exceed 30 years.

Interest: Not to exceed zero percent per annum.

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

7. ComEd Affordable Energy Grant Proceeds Loan:

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

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

Term: Not to exceed 40 years plus construction period.

Interest: Not to exceed one percent per annum.

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

8. Seller Financing Loan:

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

Source: Sponsor.

Term: Not to exceed 40 years plus construction period.

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

7378

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

9. Donation Tax Credit Program:

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

Source: Sponsor.

Term: Not to exceed 40 years plus construction period.

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

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

10. Tax Credit Equity:

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

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

11. General Partner Equity:

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

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

12. Deferred Developer Fee:

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

Source: Developer Fee.

12/13/2023

COMMUNICATIONS, ETC.

7379

*Exhibit "B".*  
(To Ordinance)

Indenture.

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

#### RECITALS

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

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

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

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

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

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

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

#### GRANTING CLAUSES

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7381

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

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

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

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

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

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

- (i) if the principal of the Bonds and the interest due or to become due thereon shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds (as defined herein) shall have been paid and discharged in accordance with Article IX hereof,
- (ii) if all of the covenants, agreements, obligations, terms and conditions of the Issuer under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and
- (iii) this Indenture and the rights assigned hereby shall cease, determine and be void, except as provided in Section 9.02 hereof with respect to the survival of certain provisions hereof; otherwise, this Indenture shall be and remain in full force and effect.

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

**ARTICLE 1  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7383

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

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

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

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

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

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

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

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

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

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

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

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

7384

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7385

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase price thereof by the Underwriter);
- (b) amounts drawn by the Trustee on a letter of credit;
- (c) money received by the Trustee representing advances to the Borrower of proceeds of the Mortgage Loan, Bridge Loan, Construction Loan and proceeds of the Subordinate Loan;
- (d) remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer or any Affiliated Party of either the Borrower or the Issuer);
- (e) any other amounts, including the proceeds of refunding bonds, for which the Trustee has received an Opinion of Counsel (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (i) the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court and (ii) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;

12/13/2023

COMMUNICATIONS, ETC.

7387

- (f) any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period; and
- (g) investment income derived from the investment of the money described in (a) through (f) above.

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

(a) Government Obligations; and

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

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

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

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

*"Extraordinary Expenses of the Trustee"* means

*"Extraordinary Services of the Trustee"* means

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

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

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

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

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

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

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

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

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

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

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

*"Initial Interest Rate"* means \_\_\_\_\_% per annum.

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

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

*"Insurance or Condemnation Proceeds"* means

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

12/13/2023

COMMUNICATIONS, ETC.

7389

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7390

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

If to the Issuer:

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

With copies to:

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

12/13/2023

COMMUNICATIONS, ETC.

7391

and to:

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

If to the Borrower:

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

6/12/2024

REPORTS OF COMMITTEES

12917

7392

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

And:

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

And:

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

If to the Trustee:

Attn:

12/13/2023

COMMUNICATIONS, ETC.

7393

If to the Remarketing Agent: KeyBanc Capital Markets Inc.  
88 East Broad Street, 7<sup>th</sup> Floor  
Columbus, OH 43215  
Attention: Sam Adams

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

And:

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

If to the Investor Limited Partner: RAH Investor 415 LLC  
c/o Regions Affordable Housing LLC  
Associate General Counsel  
111 Great Neck Road, Suite 500  
Great Neck, NY 11021  
Attention: Morris P. Hershman

And:

Kutak Rock, LLP  
1650 Farnam Street  
Omaha, Nebraska 68102  
Attention: Jill Goldstein

If to the Rating Agency: Moody's Investors Service, Inc.  
250 Greenwich Street, 16<sup>th</sup> Floor  
New York, New York 10007  
Attention: Public Finance Group – Housing Team  
Electronic notices shall be delivered to:  
[Housing@moody.com](mailto:Housing@moody.com)

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

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

7394

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

- (a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;
- (b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX hereof;
- (c) Bonds paid pursuant to Section 2.03 hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7395

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) properly chargeable to the capital account of the Project;
- (b) incurred by the Borrower, or by the seller of such building pursuant to applicable contract of sale, after the inducement date and prior to the date that is 2 years after the later of the issue date or the acquisition of such building by the Borrower;
- (c) incurred for property (or additions or improvements to property) in connection with the rehabilitation of a building comprising a part of the Project and, in the case of an integrated operation contained in such a building before its acquisition by the Borrower, the rehabilitation of existing equipment in such building or the replacement of such equipment with equipment having substantially the same function; and
- (d) not an expenditure described in Section 47(c)(2)(B) of the Code.

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

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

12/13/2023

COMMUNICATIONS, ETC.

7397

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

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

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

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

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

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

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

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

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

7398

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

"State" means the State of Illinois.

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

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

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

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

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

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

"TIF Lender" means Celadon Construction Corporation NFP.

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

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

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

"Underwriter" means KeyBanc Capital Markets Inc.

12/13/2023

COMMUNICATIONS, ETC.

7399

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

## ARTICLE 2 THE BONDS

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

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7401

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

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7403

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

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7405

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

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

(ii) A certified copy of the Ordinance;

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 REDEMPTION OF BONDS

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

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

12/13/2023

COMMUNICATIONS, ETC.

7407

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

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

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

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

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

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

All notices of redemption shall state:

- (a) the Redemption Date;
- (b) the redemption price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Designated Office of the Trustee, and;
- (f) that the notice of redemption is conditioned upon there being deposited with the Trustee on or prior to the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed and, in the case of any redemption premium on Bonds, that there be on deposit Eligible Funds sufficient to pay such redemption premium; and
- (g) such other information as the Trustee deems advisable.

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7409

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

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

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

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

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

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

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

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

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

**Section 3.05 Mandatory Tender**

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

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

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

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

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

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

**Section 3.06 Mandatory Tender Notice**

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

12/13/2023

COMMUNICATIONS, ETC.

7411

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

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

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

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

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

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

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

#### **Section 3.07 Remarketing of Bonds**

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

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

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

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

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

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

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

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

(d) Final Conditions to Remarketing.

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

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

12/13/2023

COMMUNICATIONS, ETC.

7413

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4 FUNDS; INVESTMENTS

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

- (a) the Bond Fund, and therein the Negative Arbitrage Account and the Remarketing Proceeds Account (but only at such times as money is to be deposited or held in such Accounts as provided in this Indenture);
- (b) Project Fund;
- (c) Costs of Issuance Fund;
- (d) Collateral Fund;
- (e) Rebate Fund, and
- (f) Expense Fund.

12/13/2023

COMMUNICATIONS, ETC.

7415

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

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

#### **Section 4.02 Application of Bond Proceeds**

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

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

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

#### **Section 4.03 Bond Fund**

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

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

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

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

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

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

#### **Section 4.04 Project Fund**

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

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

12/13/2023

COMMUNICATIONS, ETC.

7417

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

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

#### **Section 4.05 Costs of Issuance Fund**

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

#### **Section 4.06 Collateral Fund**

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

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

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

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

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

7418

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

**Section 4.07 Completion of the Project**

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

**Section 4.08 Expense Fund**

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

- (a) to transfer money to the Rebate Fund to the extent necessary to pay the Rebate Amount (if any) pursuant to Section 4.09 hereof;
- (b) to pay the Ordinary Trustee's Fees and Expenses when due;
- (c) to pay the Issuer Fee and the City Administrative Fee when due;
- (d) to pay the Dissemination Agent Fee when due; and
- (e) to pay the costs associated with the remarketing of the Bonds on the Initial Mandatory Tender Date.

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

**Section 4.09 Rebate Fund**

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

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

12/13/2023

COMMUNICATIONS, ETC.

7419

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

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

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7421

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

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

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

#### **Section 4.11 Money to be Held in Trust**

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

#### **Section 4.12 Valuation**

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

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

#### **Section 4.13 Nonpresentment of Bonds**

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

7422

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

**Section 4.15 Payment of Fees**

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

- (i) To the Issuer, an Issuer Fee in an amount equal to 1.5% of the par amount of the Bonds, payable on the Closing Date from Borrower equity;
- (ii) To the Issuer, a Bond Legal Reserve Fee in an amount equal to 0.10% of the par amount of the Bonds, payable on the Closing Date from Borrower equity; and
- (iii) To the Trustee, the Ordinary Trustee Fees and Expenses; and
- (iv) To the Issuer, a City Administrative Fee in an amount equal to 0.15% of the outstanding principal amount of the Bonds, accruing monthly and payable to the Issuer semi-annually.

**ARTICLE 5  
GENERAL COVENANTS AND REPRESENTATIONS****Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds.**

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

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

12/13/2023

COMMUNICATIONS, ETC.

7423

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

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

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

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

**Section 5.06 Tax Covenants**

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

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

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

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

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

- (a) default in the due and punctual payment of any interest on any Bond, subject to a five (5) day notice and cure period; or
- (b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration, subject to a five (5) day notice and cure period; or
- (c) failure by the Issuer to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in this Indenture or in the Bonds, which failure shall have continued for a period of 30 days after written notice, by registered or certified mail, to the Issuer and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of a majority in aggregate principal amount of Bonds then Outstanding (unless, notwithstanding any attempt to cure such failure, it cannot be cured within 30 days and, notwithstanding, is cured within 180 days); or
- (d) the occurrence and continuation of a Default under the Loan Agreement.

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

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

12/13/2023

COMMUNICATIONS, ETC.

7425

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

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

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

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

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

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

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

(b) bring suit upon the Bonds;

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

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

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

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7427

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7429

**ARTICLE 7  
THE TRUSTEE AND REMARKETING AGENT**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7.03 Reserved**

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7431

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

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

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

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

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

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

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

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

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

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

**Section 7.07 Reserved**

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7433

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

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

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

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

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

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

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

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

7434

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7435

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

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

#### **ARTICLE 8 SUPPLEMENTAL INDENTURE**

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

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;
- (c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (d) to modify, amend or supplement this Indenture or any bond indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;
- (e) to permit the Trustee to comply with any obligations imposed upon it by law;
- (f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

7436

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7437

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

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

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

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

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

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

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

7438

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7439

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9  
SATISFACTION AND DISCHARGE OF INDENTURE**

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7441

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

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

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

#### ARTICLE 10 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7443

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

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

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

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

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

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

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

**Section 10.12 [Reserved]**

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

6/12/2024

REPORTS OF COMMITTEES

12969

7444

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7445

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

CITY OF CHICAGO

By: \_\_\_\_\_  
Name: Jill Jaworski  
Title: Chief Financial Officer

(Seal)

Attest:

\_\_\_\_\_  
Name: Andrea M. Valencia  
Title: City Clerk

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_  
Name:  
Title

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

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

7446

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

Form of Bond.

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
CITY OF CHICAGO

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

No. R-1				[ \$22,500,000 ]
	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Initial Interest Rate</u>	<u>CUSIP No.</u>
	_____ 1, 202__	December __, 2023	_____ %	_____

Registered Owner CEDE & CO.

Aggregate Principal Amount: \_\_\_\_\_  
\_\_\_\_\_ DOLLARS

INITIAL MANDATORY TENDER DATE: \_\_\_\_\_ 1, 202\_\_

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7447

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

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

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

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

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

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

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

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

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

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

Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Holders of the Bonds, and

12/13/2023

COMMUNICATIONS, ETC.

7449

the terms and conditions upon which the Bonds are issued and secured. Each Holder assents, by its acceptance hereof, to all of the provisions of the Indenture.

The Borrower is required by the Loan Agreement to cause the Lender (as defined in the Indenture) to provide on its behalf the Lender's portion of the Eligible Funds (as defined in the Indenture) to the Trustee in the amounts and at the times necessary to pay the principal of and interest (the "Bond Service Charges") on the Bonds. In the Indenture, the Issuer has assigned to the Trustee, to provide for the payment of the Bond Service Charges on the Bonds, the Issuer's right, title and interest in and to the Loan Agreement, except for Reserved Rights as defined in the Indenture. To secure its compliance with certain covenants in the Loan Agreement, the Borrower has executed and delivered a Land Use Restriction Agreement, dated as of December 1, 2023 (the "Land Use Restriction Agreement") among the Issuer, the Borrower and the Trustee.

Copies of the Indenture, the Loan Agreement and the Land Use Restriction Agreement are on file in the designated corporate trust office of the Trustee.

The Bond Service Charges on the Bonds are payable solely from the Revenues, as defined and as provided in the Indenture (being, generally, the amounts payable under the Loan Agreement and any unexpended proceeds of the Bonds), and are an obligation of the Issuer only to the extent of the Revenues. The Bonds are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit of the Issuer.

The Bonds are issuable only as fully registered bonds and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which shall be considered to be the Holder for all purposes of the Indenture, including, without limitation, payment by the Issuer of Bond Service Charges, and receipt of notices to, giving of consents by and exercise of rights of, Holders. There shall be a single Bond representing each maturity, and all Bonds shall be immobilized in the custody of DTC with the owners of beneficial interests in those Bonds (the "book-entry interests") having no right to receive from the Issuer Bonds in the form of physical securities or certificates. Ownership of book-entry interests in the Bonds shall be shown by book-entry on the system maintained and operated by DTC, its participants (the "Participants") and certain persons acting through the Participants, and transfers of ownership of book-entry interests shall be made only by that book-entry system, the Issuer and the Trustee having no responsibility therefor. DTC is to maintain records of the positions of Participants in the Bonds, and the Participants and persons acting through Participants are to maintain records of the purchasers and owners of book-entry interests in the Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository (as defined in the Indenture) or to another nominee of a Securities Depository, without further action by the Issuer and otherwise at the expense of the Borrower.

If any Securities Depository determines not to continue to act as a Securities Depository for the Bonds for use in a book-entry system, the Issuer may attempt to have established a securities depository/book-entry system relationship with another qualified Securities Depository under the Indenture. If the Issuer does not or is unable to do so, the Issuer and the Trustee, after the Trustee has made provision for notification of the owners of book-entry interests by the then Securities Depository, shall permit withdrawal of the Bonds from the Securities Depository, and authenticate and deliver Bond certificates in fully registered form (in denominations of \$5,000, or any integral multiple of \$1,000 in excess thereof) to the assignees of the Securities

Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing and delivering replacement Bond certificates) of those Persons requesting such authentication and delivery, if the event is not the result of Issuer action or inaction (including action at the request of the Borrower).

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

12/13/2023

COMMUNICATIONS, ETC.

7451

UNIF GIFT MIN ACT –

\_\_\_\_\_Custodian\_\_\_\_\_  
 (Cust) (Minor)  
 Under Uniform Gift to Minors  
 Act \_\_\_\_\_  
 (State)

TEN COM – as tenants in common  
 TEN ENT – as tenants by the entireties  
 JT TEN – as joint tenants with right of  
 Survivorship and not as  
 Tenants in common

Additional abbreviations may also be used though not in the above list.

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

[Remainder of Page Intentionally Left Blank]

6/12/2024

REPORTS OF COMMITTEES

12977

7452

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of an authorized officer and its corporate seal to be hereunto impressed or imprinted hereon and attested to by the manual or facsimile signature of an authorized officer of the Issuer, all as of the Dated Date identified above.

**CITY OF CHICAGO, ILLINOIS**

By: \_\_\_\_\_  
Name: Brandon Johnson  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Andrea M. Valencia  
Title: City Clerk

12/13/2023

COMMUNICATIONS, ETC.

7453

**FORM OF CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Indenture referred to in this Bond.

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_  
Authorized Signature

Date of Authentication: December \_\_, 2023

Date from which interest is payable: Dated Date

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration or transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is required by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as if required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

7454

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: \_\_\_\_\_

The within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
Attorney to transfer the said Bond on the books of the within-named Issuer maintained by the Trustee for the registration thereof, with full power of substitution in the premises.

\_\_\_\_\_  
Notice: The signature to this assignment must correspond with the name as it appears on the face of the within note in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Signature guaranteed by:

\_\_\_\_\_  
[Bank, Trust Company or Firm]

\_\_\_\_\_  
Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

12/13/2023

COMMUNICATIONS, ETC.

7455

*Exhibit "C".*  
(To Ordinance)

*Loan Agreement.*

THIS LOAN AGREEMENT (the "Agreement") dated as of December 1, 2023, by and among CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower") and \_\_\_\_\_, a[n] \_\_\_\_\_, as trustee (the "Trustee" or "Trustee") under that certain Indenture dated as of December 1, 2023, from the Issuer to the Trustee securing the Bonds described below (the "Indenture").

WITNESSETH:

**WHEREAS**, as a home rule unit of local government and pursuant to the Constitution of the State of Illinois, the Issuer is authorized to issue its revenue bonds and notes in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue Bonds and bonds by the Issuer; and

**WHEREAS**, the Issuer has determined to issue, sell and deliver its \$[22,500,000] Multi-Family Housing Revenue Bonds (United Yards 1A Project) Series 2023 (the "Bonds") pursuant to the Indenture, and to lend the proceeds thereof to the Borrower for the purpose of financing (i) the acquisition from the City of vacant land located at 1515 W. 47<sup>th</sup> Street, Chicago, Illinois (the "6-Story Project Site"), (ii) the acquisition from an affiliate of the Borrower of vacant land located at 1635-1643 W. 47<sup>th</sup> Street, Chicago, Illinois (the "3-Flat Project Site" and, collectively with the 6-Story Project Site, the "Project Sites"), as the Project Sites are more particularly described on Exhibit F of the hereinafter defined Ordinance, (iii) the construction on the 6-Story Project Site of a six-story new construction building with 45 units of family housing (the "6-Story Facility") and (iv) the construction on the 3-Flat Project Site of two 3-flat buildings with a combined total of six 2-bedroom units (the "3-Flat Facilities" and collectively with the 6-Story Facility, the "Facilities"), all together to be known as "United Yards 1A." At least 40% of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 60% of the area median income, and the remainder of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 80% of the area median income; and

**WHEREAS**, the Issuer, the Borrower, and the Trustee have entered into this Loan Agreement providing for the loan of the proceeds of the Bonds to the Borrower for the purposes described in the preceding paragraph; and

**WHEREAS**, this Loan Agreement provides for the issuance by the Borrower of the Borrower Note (as hereinafter defined); and

**WHEREAS**, the Issuer will pledge and assign the Borrower Note and this Loan Agreement to the Trustee for the benefit of the Holders under the Indenture;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto agree as follows, provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or give rise to a pecuniary liability of the Issuer, the State of Illinois or any political subdivision thereof, or a

charge against the Issuer's general credit or the taxing powers of the State of Illinois or any political subdivision thereof, but shall be payable solely and only from the Revenues (as defined in the Indenture):

#### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Terms used in this Loan Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture.

**Section 1.02 Interpretation.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Loan Agreement are to the Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The headings of this Loan Agreement are for convenience and shall not define or limit the provisions hereof.

#### ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations and Warranties of Issuer.** The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois. Under the Constitution and laws of the State of Illinois, the Issuer has the power to enter into the transaction contemplated by this Loan Agreement, the Indenture, the Bonds and the Land Use Restriction Agreement (collectively, the "**Issuer Documents**"), and to carry out its obligations hereunder and thereunder, including the full right, power and authority to pledge and assign this Loan Agreement and the Borrower Note to the Trustee as provided herein. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver the Issuer Documents.

(b) The Issuer is issuing the Bonds for the purpose of financing a portion of the Project Costs.

(c) The Bonds are to be issued under home rule powers of the Issuer under the Constitution of the State of Illinois and secured by the Indenture, pursuant to which the right, title and interest of the Issuer in, to and with respect to this Loan Agreement, the Borrower Note and all documents to be executed by the Borrower in connection with the Bonds (other than with respect to the Issuer Reserved Rights) will be assigned and pledged to the Trustee as security for payment of the principal of and interest on the Bonds as provided in the Indenture.

(d) The Issuer hereby finds and determines that the Project is in the best interests of the Issuer, and that all requirements of the Constitution and laws of the State of Illinois have been complied with

(e) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement or the Indenture, the consummation of the

12/13/2023

COMMUNICATIONS, ETC.

7457

transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Loan Agreement, the Land Use Restriction Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

(f) The Project is located entirely within the corporate boundaries of the City of Chicago, Illinois.

(g) To the knowledge of the undersigned representatives of the Issuer, there is no action, suit, proceeding or investigation pending or threatened against the Issuer which seeks to restrain or enjoin the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or which in any way contests or affects any authority for the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or the validity of the Bonds, this Loan Agreement, or in any way contests the corporate existence or powers of the Issuer, or in any way affects the exclusion from gross income for federal income tax purposes of interest on the Bonds.

THE ISSUER MAKES NO REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CREDITWORTHINESS OR THE ABILITY OF THE BORROWER TO MAKE THE PAYMENTS DUE UNDER THIS LOAN AGREEMENT OR THE BORROWER NOTE AND DOES NOT REPRESENT OR WARRANT AS TO ANY OF THE STATEMENTS, MATERIALS (FINANCIAL OR OTHERWISE), REPRESENTATIONS OR CERTIFICATIONS FURNISHED OR TO BE MADE AND FURNISHED BY THE BORROWER IN CONNECTION WITH THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE BONDS, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY OF SUCH STATEMENTS.

**Section 2.02 Representations and Warranties of Borrower** The Borrower represents and warrants that:

(a) The Borrower is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Illinois. The general partner ownership of the Borrower is a joint venture between Celadon Partners, LLC, an Illinois limited liability company ("Celadon") and Blackwood Development Partners, LLC, an Illinois limited liability company ("Blackwood"). The Borrower, Celadon and Blackwood are all duly organized and validly existing and in good standing under the laws of the State of Illinois. Celadon has an 80% ownership interest in Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, is the general partner of the Borrower (the "General Partner"), and Blackwood has a 20% ownership interest in the General Partner. The ownership interests of the Borrower are as follows: (i) RAH Investor 415 LLC has a 99.98% ownership interest (the "Investor Limited Partner"), (ii) Sterling Corporate Services LLC has a 0.01% ownership interest (the "Special Limited Partner"), and (iii) the General Partner has a 0.01% ownership interest.

(b) The Borrower (i) is authorized to do business in the State of Illinois and, if applicable, every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted, and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in, this Loan Agreement, the Borrower Note, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Continuing Disclosure Agreement (collectively, the "Borrower Documents"); and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

7458

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

(c) The General Partner, Celadon and Blackwood (i) are all authorized to do business in the State of Illinois and, if applicable, every other jurisdiction in which the nature of their businesses or their properties makes such qualification necessary; (ii) all have full power and authority to own their properties and to conduct their businesses as now being conducted and to enter into, and to perform and observe in all material respects the covenants and agreements in their part contained in the Borrower Documents; and (iii) are all in compliance with all laws, regulations, ordinances and orders of public authorities applicable to them.

(d) The Borrower will use and operate the Project in a manner consistent with the Act and in accordance with the applicable Land Use Restriction Agreement for as long as required by the Act and the Code and knows of no reason why the Project will not be so operated. If, in the future, there is a cessation of that operation, it will use its best efforts to resume that operation or accomplish an alternate use by the Borrower or others approved by the Issuer which will be consistent with the Act, the Code and the applicable Land Use Restriction Agreement.

(e) The Project will be completed in accordance with the Plans and Specifications and the portion of the Project funded with the proceeds of the Bonds will constitute a qualified residential rental project within the meaning of Section 142(d) of the Code and will be operated and maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other applicable Governmental regulations and as to be consistent with the Act

(f) The Project will be located entirely within the jurisdiction of the Issuer

(g) The Borrower has obtained or will obtain all consents, approvals, permits, authorizations and orders of any governmental or regulatory agency that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of the Borrower Documents or the performance by the Borrower of its obligations thereunder, or that were or are required for the acquisition, rehabilitation, equipping and/or operation of the Project.

(h) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the best of its knowledge, threatened in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or that would affect its existence or authority to do business, the acquisition, rehabilitation, equipping or operation of the Project, the validity of any Borrower Documents or the performance of its obligations thereunder.

(i) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in material default under any instrument under and subject to which any indebtedness has been incurred, and no event has occurred and is continuing that, under the provisions of any such agreement, with the lapse of time or the giving of notice, or both, would constitute an event of default by the Borrower thereunder.

(j) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of the Borrower Documents do not and will not conflict with or constitute or result in a default by the Borrower in any material respect under or violate, (i) the Borrower's Organizational Documents, (ii) any agreement or other instrument to which the Borrower is a party or by which it or its assets are bound, or (iii) to the best of its knowledge, any constitutional or statutory provision or order, rule,

12/13/2023

COMMUNICATIONS, ETC.

7459

regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and to the best of the Borrower's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(k) The Borrower has received and reviewed a copy of the Indenture and approves the terms and conditions thereof and agrees to the terms thereof.

(l) The Borrower has filed or caused to be filed all of its federal, state and local tax returns that are required to be filed or has obtained appropriate extensions therefor, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(m) Neither the Borrower nor any related Person thereto shall acquire any Bonds in any amount.

(n) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Project; and that it has not relied on the Issuer or its counsel for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Issuer or its counsel in any manner.

(o) The Project is, as of the Closing Date, in compliance with all applicable requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. The Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. All future leases will comply with all applicable laws, the Land Use Restriction Agreement and the Tax Compliance Agreement. The Project currently meets the requirements of this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Code with respect to multifamily rental housing.

(p) The proceeds of the Bonds shall be used or deemed used exclusively to pay costs that (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code; (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and that for the greatest number of buildings the proceeds of the Bonds shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code, and the Borrower further covenants that it will not exercise any option to redeem the Bonds under the Indenture except upon the express written consent of the investor limited partner of the Borrower, provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any Person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and

7460

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

provided further, failure to comply with this representation, covenant and warranty shall not constitute a "Default" under this Loan Agreement or an "Event of Default" under the Indenture; and (iii) are costs related to the issuance of the Bonds.

(q) All building, zoning, safety, health, fire, water district, sewerage and environmental protection agency permits and other licenses and permits that are required by any governmental body for the acquisition, rehabilitation, equipping, use, occupancy and operation of the Project have been obtained and are in full force and effect (except for those which are not yet required to have been obtained in connection with the acquisition, rehabilitation and equipping of the Project, and which will be obtained at or prior to the time required by law in connection with the acquisition, rehabilitation and equipping of the Project).

The Borrower acknowledges that the representations and covenants herein made by the Borrower have been expressly and specifically relied upon by the Issuer in determining to make the Loan to the Borrower and the Loan would not have been made but for such representations and covenants. All material information provided by the Borrower to the Issuer concerning the Project and the Borrower was and is on the date of execution of this Loan Agreement true and correct.

**Section 2.03 Borrower's Representations Regarding Bonds and Project.** With respect to the use of proceeds of the Bonds and the operation of the Project, the Borrower represents as follows and the Issuer relies upon such representations in executing this Loan Agreement:

(a) The estimated cost of acquiring and constructing the Project, inclusive of financing costs, is in excess of \$\_\_\_\_\_.

(b) At least 95% of the net proceeds of the Bonds will be used to finance Qualified Project Costs which constitute a "qualified residential rental project" within the meaning of Section 142(d) of the Code and such costs either (i) will have been paid with respect to work performed or materials purchased.

(c) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(d) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the principal amount of the Bonds.

(e) Less than 25% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(f) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(g) Until payment in full of all of the Bonds, unless \_\_\_\_\_, as lender (the "Lender") and the Trustee shall otherwise consent in writing, it will not incur, create, assume or

12/13/2023

COMMUNICATIONS, ETC.

7461

suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, (iv) the Borrower Documents, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds, and (vi) such other pledges as may be approved in writing by the Lender and the Trustee.

(h) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Loan Agreement, that it has reviewed and approved the Indenture.

(i) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time, be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(j) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer, the Lender and the Trustee.

### ARTICLE III PLAN OF FINANCING

#### Section 3.01 Issuance of Bonds; Application of Proceeds

To provide funds to finance the Loan for purposes of assisting the Borrower in paying Project Costs, the Issuer shall simultaneously with the execution and delivery hereof proceed with the issuance and delivery of the Bonds upon receipt by the Trustee of the items listed in Section 2.13 of the Indenture. The Issuer agrees to deposit the proceeds of sale of the Bonds in accordance with the Indenture.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Pending disbursement pursuant to Section 3.06 hereof, the proceeds of the Bonds deposited in the Project Fund, together with any investment earnings thereon, shall constitute a part of the Revenues assigned by the Issuer to the Trustee as security for the payment of Bond Service Charges as provided in the Indenture.

**Section 3.02 The Loan.** The Issuer agrees, upon the terms and conditions herein, to make the Loan to the Borrower with the proceeds received by the Issuer from the sale of the Bonds by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Issuer to finance the Loan shall be deemed fully discharged upon the deposit of the proceeds of the Bonds with the Trustee. The Loan shall be evidenced by the Note payable to the Trustee.

**Section 3.03 [Reserved]**

**Section 3.04 Acquisition and Construction**

The Borrower (a) shall acquire and construct the Project with all reasonable dispatch and in accordance with the Plans and Specifications, (b) shall pay when due all fees, costs and expenses incurred in connection with that acquisition and construction from funds made available therefor in accordance with this Loan Agreement or otherwise, except to the extent being contested in good faith, and (c) shall ask for, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and construction of the Project, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is that of the Borrower and any contracts made by the Borrower with respect thereto, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower in its own behalf and not as agent or contractor for the Issuer. The Borrower agrees that it will compensate all workers employed in the acquisition and construction of the Project as required by law.

**Section 3.05 Plans and Specifications**

The written Plans and Specifications will be delivered to the Trustee upon request, provided that the Trustee shall have no duty to review such Plans and Specifications. The Borrower may revise the Plans and Specifications from time to time, provided that no revision shall be made which would change the purpose of the Project to other than purposes permitted by the Act and the Land Use Restriction Agreement.

**Section 3.06 Disbursements from the Project Fund**

Subject to the provisions below and so long as no Default hereunder or Event of Default under the Indenture has occurred and is continuing for which the principal amount of the Bonds has been declared to be immediately due and payable pursuant to Section 8.02 hereof and Section 6.02 of the Indenture, and no Determination of Taxability has occurred, disbursements from the Project Fund shall be made only to pay Costs of the Project.

Any disbursements from the Project Fund for the payment of Costs of the Project shall be made by the Trustee only upon the receipt by the Trustee of: (a) a requisition in the form attached hereto as Exhibit B, signed by an Authorized Borrower Representative; and (b) Eligible Funds in an amount at least equal to the amount of any such requisition for deposit in the Collateral Fund as provided in Section 4.02 hereof and in accordance with Section 4.06 of the Indenture. The Borrower hereby acknowledges and agrees that it shall submit requisitions to the Trustee no more frequently than once each calendar month. Each such requisition shall be consecutively numbered.

12/13/2023

COMMUNICATIONS, ETC.

7463

Any money in the Project Fund remaining after the Completion Date and payment, or provision for payment, in full of the Costs of the Project, at the written direction of the Authorized Borrower Representative, promptly shall be paid into the Bond Fund for payment of Bond Service Charges or released to the Borrower, provided the Borrower obtains an opinion of Bond Counsel addressed to the Trustee that such deposit or release will not adversely affect the Federal Tax Status of the Bonds.

Notwithstanding any provision of this Loan Agreement or any provision of the Indenture to the contrary, the Trustee shall not disburse funds from the Project Fund unless and until the Trustee confirms that Eligible Funds in the Collateral Fund plus Eligible Funds in the Project Fund, less the amount of the requested disbursement from the Project Fund, is at least equal to the then-outstanding principal amount of the Bonds.

**Section 3.07 Duties and Obligations of the Borrower**

Borrower accepts the duties and obligations under the Indenture.

**Section 3.08 Borrower Required to Pay Costs in Event Project Fund Insufficient**

If money in the Project Fund is not sufficient to pay all Costs of the Project, the Borrower, nonetheless, will complete the Project in accordance with the Plans and Specifications and shall pay all such additional Costs of the Project from its own funds and other available funds. The Borrower shall pay all Costs of Issuance of the Bonds in excess of the amounts deposited in the Costs of Issuance Fund. The Borrower shall not be entitled to any reimbursement for any such additional Costs of the Project or payment of Costs of Issuance from the Issuer, the Trustee or any Holder; nor shall it be entitled to any abatement, diminution or postponement of any Loan Payments or other amounts to be paid under this Loan Agreement.

**Section 3.09 Completion Date**

The Borrower shall notify the Issuer and the Trustee of the Completion Date by the delivery of a Completion Certificate signed by the Authorized Borrower Representative substantially in the form of Exhibit C attached hereto. The Completion Certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in paragraphs (a) and (b) of the Completion Certificate.

**Section 3.10 Remarketing of Bonds**

The Borrower is hereby granted the right to (a) give written notice of a remarketing of the Bonds in the manner and to the extent set forth in Section 3.07 of the Indenture and (ii) designate, in writing, the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.05 and 3.07 of the Indenture.

**Section 3.11 Investment of Fund Money**

At the written request of the Authorized Borrower Representative, any money held as part of the Special Funds and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments as provided in the Indenture. The Issuer (to the extent within its control) and the Borrower each hereby covenants that it will restrict that investment and reinvestment and the use of the proceeds of the Bonds, and moneys on deposit in or credited to the Collateral Fund and the Negative Arbitrage Account of the Bond Fund, in such manner and to such extent, if any,

as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Bonds or subsequent intentional acts, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. No provision of this Loan Agreement shall be construed to impose upon the Trustee any obligation or responsibility for compliance with arbitrage regulations.

The Borrower shall provide the Issuer with, and the Issuer may base its certifications as authorized by the Tax Compliance Agreement on, a certificate of an Authorized Borrower Representative for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Borrower on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

#### **Section 3.12 Rebate Calculations and Payments**

The Borrower shall appoint a Rebate Analyst, the expense of which shall be borne by the Borrower.

The Issuer has covenanted in the Indenture to take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. In furtherance of this covenant, the Borrower, on behalf of the Issuer, hereby covenants (i) within sixty (60) days of the payment in full of the Bonds, to calculate, or cause to be calculated, and provide to the Trustee and the Issuer such calculations in writing, with such written directions as are necessary to fully comply with the arbitrage and rebate requirements set forth in the Indenture and comply fully with Section 148 of the Code, including the timely payment of any Rebatable Arbitrage owed; and (ii) to deposit into the Rebate Fund to pay to the federal government any "Rebatable Arbitrage," to the extent required by Section 148(f) of the Code. The Borrower further agrees to comply with the provisions and requirements of Section 4.09 of the Indenture relating to the obligation to pay to the Trustee, for deposit into the Rebate Fund established under the Indenture, the "Rebatable Arbitrage" as required thereunder and under Section 148 of the Code.

If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebatable Arbitrage (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within 30 days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebatable Arbitrage. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower, notwithstanding the release and discharge of the Indenture or the termination of this Loan Agreement, for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds and the termination of this Loan Agreement and the Indenture, notwithstanding any

12/13/2023

COMMUNICATIONS, ETC.

7465

other provision of this Loan Agreement, until the requirement for payment of any Rebatable Arbitrage has been fully satisfied.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law, or until the Borrower has transferred the Project to an unrelated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

#### **ARTICLE IV LOAN PAYMENTS; ELIGIBLE FUNDS AND ADDITIONAL PAYMENTS**

**Section 4.01 Loan Repayment; Delivery of Note.** In consideration of and in repayment of the Loan, the Borrower shall deliver or cause to be delivered to the Trustee on or before each Bond Payment Date, a Loan Payment in an amount equal to the amount necessary to pay Bond Service Charges due on such Bond Payment Date. All such Loan Payments shall be paid to the Trustee in accordance with the terms of the Note for the account of the Issuer and shall be held and disbursed in accordance with the provisions of the Indenture and this Loan Agreement.

The Borrower shall be entitled to a credit against the Loan Payments required to be made with respect to the Bonds on any date equal to the available money in the Bond Fund or money transferred thereto from the Collateral Fund or the Project Fund for the payment of Bond Service Charges on that date.

To secure the Borrower's performance of its obligations under this Loan Agreement, the Borrower shall execute and deliver, concurrently with the issuance and delivery of the Bonds, the Note and the Land Use Restriction Agreement.

The Note shall secure equally and ratably all Outstanding Bonds, except that, so long as no Event of Default has occurred and is continuing hereunder, payments by the Borrower on the Note shall be used by the Trustee to make a like payment of Bond Service Charges and shall constitute Loan Payments.

Upon payment in full, in accordance with the Indenture, of the Bond Service Charges on any or all Bonds, whether at maturity or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (a) the Note shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Note shall be surrendered by the Trustee to the Borrower, and shall be canceled by the Borrower, or (b) an appropriate notation shall be endorsed thereon evidencing the date and amount of the principal payment (or prepayment) equal to the Bonds so paid, or with respect to which provision for payment has been made, and that Note shall be surrendered by the Trustee to the Borrower for cancellation if all Bonds shall have been paid (or provision made therefor) and canceled as aforesaid. Unless the Borrower is entitled to a credit under express terms of this Loan Agreement or the Note, all payments on the Note shall be in the full amount required thereunder.

#### **Section 4.02 Eligible Funds**

In consideration of and as a condition to the disbursement of Bond proceeds in the Project Fund to pay Project Costs, and to secure the Borrower's obligation to make Loan Payments, the

Borrower shall provide written direction to a provider of Eligible Funds to deliver or cause to be delivered to the Trustee Eligible Funds, or shall otherwise cause to be delivered to the Trustee, Eligible Funds from any other source, equal to the amount of the proposed disbursement. The Trustee shall not deposit such funds into the Collateral Fund unless it is prepared to disburse, on the same business day if such Eligible Funds are received prior to 10 AM, and otherwise within one Business Day, an equal amount of funds from the Project Fund. All such Eligible Funds shall be paid to the Trustee for the account of the Issuer and shall be held in the Collateral Fund and disbursed in accordance with the provisions of the Indenture. Upon deposit of such Eligible Funds into the Collateral Fund, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund to the party depositing the related Eligible Funds. As provided in the Indenture, these amounts will be advanced by such party to the Borrower for the purpose of financing either Costs of the Project or Bond Service Charges.

The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in cash or cash equivalents, a sum which, together with any other moneys available for such payment in any account of the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Payments by the Trustee of principal and interest on the Bonds from amounts in the Bond Fund and funds deposited in the Collateral Fund under the Indenture shall be credited against the Borrower's obligation to pay principal and interest on the Loan.

The Borrower shall make or cause to be made all Loan Payments directly to the Trustee at its Designated Office. The Borrower shall direct the Lender to deposit Eligible Funds directly to the Trustee at its Designated Office. Additional Payments shall be made by the Borrower directly to the person or entity to whom or to which they are due.

It is understood and agreed that all payments of principal and interest payable by the Borrower under this Section 4.02 are assigned by the Issuer to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

#### **Section 4.03 Special Funds**

The Borrower and the Issuer each acknowledge that neither the Borrower nor the Issuer has any interest in the Bond Fund or the Collateral Fund and any money deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

#### **Section 4.04 Additional Payments**

The Borrower shall pay as Additional Payments hereunder the following:

12/13/2023

COMMUNICATIONS, ETC.

7467

(a) Whether out of the proceeds of the Mortgage Loan or other funds, all Costs of Issuance of the Bonds, and all expenses incurred in closing the Mortgage Loan.

(b) All Extension Payments and other sums required under Section 3.07 of the Indenture in order to revise or extend the Mandatory Tender Date or remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Trustee or the Remarketing Agent in order to effectuate such revision, extension or remarketing.

(c) To the Trustee, (i) the Ordinary Trustee Fees and Expenses to the extent that the funds available in the Expense Fund under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the extraordinary Trustee fees and expenses.

(d) To the Issuer (i) the Ordinary Issuer Fees to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the Extraordinary Issuer's Fees and Expenses.

(e) All costs of printing any replacement Bonds required to be issued under the Indenture to the extent such costs are not paid by the Holders

(f) To the extent not paid by the Trustee from the Expense Fund, all of the fees and expenses of the Rebate Analyst (including, but not limited to, the Rebate Analyst Fee) and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with any of the requirements imposed by Section 4.09 of the Indenture and the Tax Compliance Agreement to the extent funds available under the Indenture are not sufficient and applied therefor. The Borrower shall provide or cause to be provided all information and money (including money necessary to make deposits to the Rebate Fund required by the Indenture and the Tax Compliance Agreement and the fees and expenses of the Rebate Analyst to the extent available money in the Bond Fund under the Indenture are inadequate to pay such amounts) to the Trustee and the Rebate Analyst to enable the Trustee and the Rebate Analyst to comply with the Indenture and the Tax Compliance Agreement.

(g) To the Dissemination Agent, the Dissemination Agent Fee, to the extent funds available in the Expense Fund under the Indenture are not sufficient and applied therefor, as well as any other costs and expenses in order to provide for compliance with the terms of the Continuing Disclosure Agreement.

(h) To the Remarketing Agent, the Remarketing Agent Fee and any Remarketing Expenses.

In the event the Borrower is in default under any provision of any of the Borrower Documents and such default is not cured after expiration of all applicable notice and cure provisions, the Borrower shall be liable to, and upon demand shall pay to, the Issuer and the Trustee all reasonable fees and disbursements of such persons and their agents (including reasonable attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto except to the extent such fees and disbursements are paid from money available therefor under the Indenture

To provide for certain of the anticipated Additional Payments, the Borrower agrees to cause to be deposited a portion of the Initial Borrower Deposit into the Expense Fund and the Costs of Issuance Fund as required under the Indenture, and authorizes the Trustee to pay, from money on deposit in the Costs of Issuance Fund and the Expense Fund, the amounts provided

7468

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

to be paid from the Costs of Issuance Fund or the Expense Fund in accordance with Sections 4.05 and 4.08, respectively, of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable.

Upon the payment, prepayment, or incurrence of any such cost, expense, or liability described in this Section by any such party, the Additional Payments in respect thereof shall be payable upon written demand to the Borrower, which demand shall be accompanied by invoices or other appropriate documentation concerning the nature, amount and incurrence of such cost, expense or liability. If the Additional Payments payable under this Section are not paid upon such demand, such Additional Payments shall bear interest from the date of such payment or the incurrence thereof at the Interest Rate for Advances until the amount due shall have been fully paid.

Except as otherwise provided herein, the obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, unless and until the Borrower has transferred the Project to an unaffiliated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

**Section 4.05 Obligations of the Borrower Unconditional.** The obligations of the Borrower to make the payments required under this Loan Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Loan Agreement, (b) will perform and observe all of its other agreements contained in this Loan Agreement and (c) will not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied

**Section 4.06 Limited Obligation of Issuer.** The obligations of the Issuer under this Loan Agreement are special, limited obligations of the Issuer, payable solely out of the Revenues. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them

**Section 4.07 Assignment of Issuer's Rights** As security for the payment of the Bonds, the Issuer will, pursuant to the Indenture, assign and pledge to the Trustee all of the Issuer's right, title and interest in and to this Loan Agreement and the Borrower Note, except that it will retain the Issuer Reserved Rights, but such retention by the Issuer will not limit in any way the exercise by the Trustee of its rights hereunder, under the Indenture, the Borrower Note and the Bonds. Notwithstanding anything herein to the contrary, the Issuer hereby directs the Borrower to make

12/13/2023

COMMUNICATIONS, ETC.

7469

all payments under this Loan Agreement (except with respect to the Issuer Reserved Rights) and the Borrower Note directly to the Trustee. The Borrower hereby acknowledges and consents to such pledge and assignment, and agrees to make payments directly to the Trustee (except with respect to the Issuer Reserved Rights), without defense or set-off, recoupment or counterclaim by reason of any dispute between the Borrower on the one hand, and the Trustee or the Issuer on the other hand, or otherwise. After any such assignment and pledge referenced in this Loan Agreement, the Indenture, the Bonds or the Borrower Note, all rights, interest and benefits accruing to the Issuer under this Loan Agreement or the Borrower Note, except for the Issuer Reserved Rights, shall be assigned to and become the rights and benefits of the Trustee. Any obligations of the Issuer as provided in the Indenture, this Loan Agreement, the Bonds or the Borrower Note shall remain the obligations of the Issuer to the extent provided herein and therein after such assignment. The Issuer agrees that the Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer Reserved Rights) and all obligations of the Borrower under and pursuant to the assigned documents as aforesaid, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Trustee, in each case whether or not there has been a Default hereunder.

The Trustee will have all rights and remedies herein accorded to the Issuer (except for Issuer Reserved Rights).

#### ARTICLE V SPECIAL COVENANTS

**Section 5.01 Access to the Project.** The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the acquisition, rehabilitation and equipping thereof at all reasonable times. The Borrower acknowledges that the Issuer shall monitor the acquisition, rehabilitation and equipping of the Project. The Issuer, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

**Section 5.02 Further Assurances and Corrective Instruments.** The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

**Section 5.03 Issuer and Borrower Representatives.** Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

**Section 5.04 Financing Statements.** The Borrower shall, or shall cause to be executed and filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

**Section 5.05 Insurance.** The Borrower shall obtain and keep in force such insurance coverage as may be required by the Issuer in its reasonable discretion from time to time. All insurance policies and renewals thereof relating to the Project shall be in a form acceptable to the Issuer in its reasonable discretion and shall designate the Issuer and the Trustee as additional insured for liability insurance on the Project. The Issuer shall be furnished with full copies of all policies within fifteen (15) calendar days of receipt thereof and shall have the right to receive duplicate copies of policies and renewals, and the Borrower shall promptly furnish the Issuer with copies of all renewal notices and all receipts for paid premiums within fifteen (15) calendar days of receipt thereof. The Borrower shall notify the Issuer at least 30 calendar days in advance of an endorsement or of any change in the terms of coverage adverse to the Issuer. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Issuer.

With respect to any casualty insurance, it shall (a) be in an amount equal to the greater of the actual cash value or the replacement cost of the insurable then existing improvements and equipment in the Project and (b) be provided by an insurance company with a claims paying ability rating of not less than "B+V" by A.M. Best.

**Section 5.06 Restriction on Plans and Specifications.** The Borrower will not cause, permit or suffer to exist, any material deviations from the Plans and Specifications and will not approve or consent to any construction change directive which results in a material deviation from the Plans and Specifications without the prior approval of the Issuer, which approval shall not be unreasonably withheld, conditioned or delayed.

**Section 5.07 Requisitions**

(a) At such time as the Borrower shall desire to obtain an advance from the Project Fund, the Borrower shall complete, execute and deliver to the Trustee a Requisition. Each Requisition shall be signed on behalf of the Borrower, shall be in the form set forth on Exhibit B to this Loan Agreement, and shall state with respect to each disbursement to be made: (i) the number of the Requisition, (ii) the amount to be disbursed and the sources of such disbursement, (iii) that each obligation described therein is a Project Cost, has been properly incurred and has not been the basis for any previous disbursement and (iv) that the expenditure of such disbursement when added to all previous disbursements will result in not less than 95% of all disbursements from proceeds of the Bonds having been used to pay or reimburse the Borrower for Qualified Project Costs. The Borrower shall submit the Requisition to the Trustee for payment. Approved Requisitions may be submitted to the Trustee by Electronic Means and shall not include accompanying supporting materials. In making such payment, the Trustee may rely upon such requisitions and shall not be required to make any investigation in connection therewith.

(b) The amounts deposited into the Project Fund may be disbursed by the Trustee only in accordance with Section 4.04 of the Indenture, including delivery of a written Requisition of the Borrower satisfying the requirements of this Section 5.07 and Section 5.02 of the Indenture.

**Section 5.08 Borrower Receipt of Insurance or Condemnation Proceeds.** In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project from a party other than the Trustee, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Lender to be used in accordance with the Mortgage Loan Documents.

12/13/2023

COMMUNICATIONS, ETC.

7471

**Section 5.09 Financial Information.** The Borrower agrees that it will have the books and records of the Borrower audited annually by an independent certified public accountant as soon as practicable after the close of each fiscal year of the Borrower, and will furnish within 120 days after the end of each fiscal year to the Issuer and the Trustee a copy of the audit report certified by such certified public accountant and prepared in accordance with generally accepted accounting principles, which report shall include calculations of the availability of funds for distributions and disclose the amount of member distributions for the preceding year. The Borrower and the Issuer acknowledge that the Trustee shall have no obligations under this Section 5.09 other than to receive such statements and, if requested, to furnish such statements to Holders. The Trustee shall not have any obligation to review such statement provided to it, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default or Default which may be disclosed therein in any manner. The Trustee shall have no duty to request copies of any such statements which are required to be furnished to it hereunder.

**Section 5.10 Environmental Requirements; Indemnity**

(a) As between the Issuer and the Borrower, the Issuer and the Borrower agree and understand that the terms and provisions of an environmental indemnification agreement between the parties, if any, shall govern all indemnifications from the Borrower to the Issuer with respect to environmental matters affecting the Project. The terms and provisions of such environmental indemnification agreement are incorporated herein by this reference, mutatis mutandis, as if fully set forth herein with respect to such relationship. As such, the balance of the provisions of this Section govern only the relationship between the Borrower and the Issuer with respect to indemnifications from the Borrower to the Issuer with regard to environmental matters affecting the Project.

(b) For purposes of this Section 5.10, the term "Hazardous Substance" means and includes any substance, material or waste, including asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as "toxic," "hazardous" or a "pollutant," or that is or becomes similarly designated, classified or regulated, under any applicable federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary household, cleaning or office product used on the Premises (as defined below) by Borrower or any tenant or agent of Borrower, or customary construction materials used during the course of rehabilitation of the Project by the Borrower and its general contractor, provided such use is in accordance with applicable hazardous materials laws.

(c) Before signing this Loan Agreement, the Borrower researched and inquired into the previous uses and owners of the premises on which the Project is located (the "Premises") and obtained a Phase I environmental site assessment, a Phase II site assessment and other reports with respect to the environmental conditions of the Premises, copies of which have been delivered to the Issuer. Based on that due diligence, the Borrower represents and warrants to the Issuer that, except as the Borrower has disclosed to the Issuer in writing and as described in the Phase I environmental site assessment and Phase II site assessment, to the best of the Borrower's knowledge, (i) no Hazardous Substance has been disposed of, or released to or from, or otherwise now exists in, on, under or around, the Premises, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Premises.

(d) The Borrower has complied, and will comply and cause all tenants and any other persons who may come upon the Premises to comply in all material respects with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous

Substances, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Premises. The Borrower will not install or allow to be installed any aboveground or underground storage tanks on the Premises. The Borrower must comply with the recommendations of any qualified environmental engineer or other expert engaged by the Borrower with respect to the Premises. The Borrower must promptly notify the Issuer in writing (1) if it knows, suspects or believes there may be any Hazardous Substance in or around any part of the Premises, any improvements constructed on the Premises, or the soil, groundwater or soil vapor on or under the Premises, or that the Borrower or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and (ii) of any claim made or threatened by any person, other than a governmental agency, against the Borrower arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, any Improvements constructed on the Premises or the soil, groundwater or soil vapor on or under the Premises (any of the matters described in clauses (i) and (ii) above a "Hazardous Substances Claim").

(c) The Issuer, the Trustee and their respective officers, employees, directors, agents, assignees, and any purchasers of the Premises at any foreclosure sale (each individually, an "Indemnified Party," and all collectively, the "Indemnified Parties"), have the right at any reasonable time and upon notice to the Borrower to enter and visit the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples and conducting tests on any part of the Premises. The Indemnified Parties have no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any Indemnified Party imposes any liability on any Indemnified Party. In no event will any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been or will be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither the Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Borrower waives to the fullest extent permitted by law any such duty of care on the part of the Indemnified Parties or any other party to protect the Borrower or inform the Borrower or any other party of any Hazardous Substances or any other adverse condition affecting the Premises. Any Indemnified Party will give the Borrower reasonable notice before entering the Premises. The Indemnified Party will make reasonable efforts to avoid interfering with the Borrower's and its tenants' use of the Premises in exercising any rights provided in this Section. The Borrower must pay all costs and expenses incurred by an Indemnified Party in connection with any inspection or testing conducted in accordance with this subsection. The results of all investigations conducted and/or reports prepared by or for any Indemnified Party must at all times remain the property of the Indemnified Party, and under no circumstances will any Indemnified Party have any obligation whatsoever to disclose or otherwise make available to the Borrower or any other party the results or any other information obtained by any of them in connection with the investigations and reports. Notwithstanding the foregoing, the Indemnified Parties hereby reserve the right, and the Borrower hereby expressly authorizes any Indemnified Party, to make available to any party (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Premises) any and all reports, whether prepared by any Indemnified Party or prepared by the Borrower and provided to any Indemnified Party (collectively, "Environmental Reports") that any Indemnified Party may have with respect to the Premises. The Borrower consents to the Indemnified Parties' notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. The Borrower acknowledges that the Indemnified Parties cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports and that the release of the Environmental Reports, or any information

12/13/2023

COMMUNICATIONS, ETC.

7473

contained therein, to prospective bidders at any foreclosure sale of the Premises may have a material and adverse effect upon the amount that a party may bid at such sale. The Borrower agrees that the Indemnified Parties have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and the Borrower hereby releases and forever discharges the Indemnified Parties from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Environmental Reports or the delivery thereof, unless resulting from the gross negligence or willful misconduct of the Indemnified Parties

(f) The Borrower must promptly undertake any and all remedial work ("Remedial Work") in response to Hazardous Substances Claims to the extent required by governmental agency or agencies involved or as recommended by prudent business practices, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to the Issuer's security under the Borrower Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer, (ii) pursuant to a detailed written plan for the Remedial Work approved by all applicable public or private agencies or persons with a legal or contractual right to such approval, (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, and (iv) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) at the Issuer's option, is subject to the Issuer's prior written approval, which may not be unreasonably withheld, conditioned or delayed.

(g) The obligations and rights of the parties under this Section 5.10 continue in full force and effect until the first to occur of full, final and indefeasible repayment of the Liabilities or the transfer of title to all or any part of the Premises at a foreclosure sale or by deed in lieu of such foreclosure (any such foregoing transfer being referred to as a "Foreclosure Transfer"). The parties' obligations and rights under this Section 5.10 continue in full force and effect after the full and final payment of the Liabilities or a Foreclosure Transfer, as the case may be, but (i) in the case of a full and final payment of the Liabilities, the Borrower's obligations under this Section 5.10 are thereafter limited to the indemnification obligations of subsections (i) and (j) below as to Indemnified Costs (as defined below) arising out of or as a result of events prior to the full and final payment of the Liabilities, and (ii) in the case of a Foreclosure Transfer, the obligations do not include the obligation to reimburse any Indemnified Party for diminution in value of the Premises resulting from the presence of Hazardous Substances on the Premises before the date of the Foreclosure Transfer if, and to the extent that, the Indemnified Party recovers on a deficiency judgment including compensation for such diminution in value; provided, however, that nothing in this sentence impairs or limits an Indemnified Party's right to obtain a judgment in accordance with applicable law for any deficiency in recovery of all obligations, subject to the provisions of Section 9.03 hereof. As used in this Section 5.10, the term "Indemnified Costs" means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties and losses incurred in connection with Hazardous Substances on the Property (including sums paid in settlement of claims and all consultant, expert and reasonable legal fees and expenses of the Issuer's counsel), including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work (whether of the Premises or any other property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources

(h) Except for those arising from the gross negligence or willful misconduct of the Indemnified Parties, the Borrower shall indemnify, defend and hold the Indemnified Parties harmless for, from and against any and all Indemnified Costs directly or indirectly arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, or in the soil, groundwater or soil vapor on or under the Premises, including: (i) any claim for such Indemnified Costs asserted against any Indemnified Party by any federal, state or local governmental agency, including the United States Environmental Protection Agency and the Illinois Environmental Protection Agency, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an "owner" or "operator" of the Premises under any law relating to Hazardous Substances; (ii) any claim for such Indemnified Costs asserted against any Indemnified Party by any person other than a governmental agency, including (1) any person who may purchase or lease all or any portion of the Premises from the Borrower, from any Indemnified Party or from any other purchaser or lessee, (2) any person who may at any time have any interest in all or any portion of the Premises, (3) any person who may at any time be responsible for any clean-up costs or other Indemnified Costs relating to the Premises, and (4) any person claiming to have been injured in any way as a result of exposure to any Hazardous Substance; (iii) any Indemnified Costs incurred by any Indemnified Party in the exercise by the Indemnified Party of its rights and remedies under this Section 5.10; and (iv) any Indemnified Costs incurred by any Indemnified Party as a result of currently existing conditions in, on or around the Premises, whether known or unknown by the Borrower or the Indemnified Parties at the time this Loan Agreement is executed, or attributable to the acts or omissions of the Borrower, any of the Borrower's tenants, or any other person in, on or around the Premises with the consent or under the direction of the Borrower.

(i) Upon demand by any Indemnified Party, the Borrower must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any Indemnified Party, whether alone or together with the Borrower or any other person, all at the Borrower's own cost and by counsel reasonably approved by the Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Borrower's expense.

(j) In addition to any other rights or remedies the Issuer may have under this Loan Agreement, at law or in equity, upon the occurrence of an Event of Default under this Loan Agreement not cured within the applicable cure period, the Issuer may do or cause to be done whatever is necessary to cause the Premises to comply with any and all laws, regulations and ordinances governing or applicable to Hazardous Substances, and any other applicable law, rule, regulation, order or agreement, and the cost thereof will become immediately due and payable upon demand by the Issuer, and if not paid when due will accrue interest at the default rate set forth in the Bonds, until paid. The Borrower hereby acknowledges and agrees that any amounts realized by the Issuer by reason of the following may be applied to pay the Liabilities prior to being applied to pay the Borrower's obligations to reimburse the Issuer for costs and expenses, including those incurred by the Issuer in enforcing its rights and remedies under the provisions of this Section 5.10: (i) any payments made pursuant to the Bonds or any of the Borrower Documents (other than payments made to the Issuer for reimbursement of costs and expenses or for enforcement of its rights and remedies, under the provisions of this Section 5.10); (ii) any foreclosure of documents evidencing or securing the Liabilities (including any amounts realized by reason of any credit bid in connection with any such foreclosure); (iii) any conveyance in lieu of foreclosure; (iv) any other realization upon any security for the Liabilities; (v) any recoveries against the Borrower personally (except for recoveries against the Borrower for reimbursement of costs and expenses or enforcement of the Issuer's rights and remedies under this Section

12/13/2023

COMMUNICATIONS, ETC.

7475

5.10); and (vi) any recoveries against any person or entity other than the Borrower (including any guarantor) to the maximum extent permitted by applicable law.

**ARTICLE VI  
RESTRICTION ON TRANSFER**

**Section 6.01 Borrower to Maintain its Existence; Sale of Project**

(a) The Borrower shall maintain its existence, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity assumes in writing all of the obligations of the Borrower under the Borrower Documents. The Borrower shall not permit one or more other entities to consolidate with or merge into it, or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein.

(b) No sale, assignment or transfer of the Project shall be made unless (a) the Issuer consents to such assignment or transfer, (b) the transferee or assignee, as the case may be, assumes all the duties of the Borrower under the Borrower Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder arising prior to such sale, assignment or transfer, and (c) no Event of Default as certified in writing to the Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Loan Agreement. The Trustee shall consent to any such assignment or transfer if (i) the Borrower provides a written certification to the Trustee that the aforesaid conditions have been satisfied, (ii) the Trustee receives an Opinion of Co-Bond Counsel addressed to the Trustee to the effect that such transfer or assignment would not adversely affect the Federal Tax Status of the Bonds, and (iii) the Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by a purchaser, assignee or transferee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; provided, however, the Borrower shall not be released from its obligation (x) to pay or reimburse the fees and expenses of the Issuer and the Trustee incurred prior to such sale, assignment or transfer and (y) to indemnify the Trustee and the Issuer with respect to any obligation, event or action incurred or arising prior to such sale, assignment or transfer. Nothing contained in this Section shall be construed to supersede any provisions regarding assignment and transfer of the Project contained in the Mortgage Loan Documents.

(c) Notwithstanding anything to the contrary contained herein or in any other Borrower Document, the following shall be permitted and shall not require the prior written approval of the Issuer or the Trustee: (a) the transfer by the Investor Limited Partner of its respective interests in the Borrower in accordance with the terms of the Borrower's Organizational Documents, (b) the removal of the General Partner of the Borrower in accordance with the Organizational Documents or Construction Loan Documents, as applicable, and the replacement thereof with an affiliate of Investor Limited Partner or Construction Lender, (c) the transfer of ownership interests in the Investor Limited Partner, (d) upon the expiration of the tax credit compliance period, the transfer of the interests of the Investor Limited Partner in the Borrower to the Borrower's General Partner or any of its respective affiliates or assigns, and (e) any amendment to the Organizational Documents, or Construction Loan Documents, as applicable, to memorialize the transfers or removal described above. The parties agree that this section shall control to the extent of any conflict in any Borrower Documents. In the event the Borrower intends

to sell, lease (except to the tenants who will occupy units in the Project), sublease or otherwise materially encumber the whole of or any part of the Project or sell, assign or otherwise, except as otherwise provided herein, transfer any interest in the Borrower (a "transfer"), it shall (i) apply to the Issuer for consent to transfer, and (ii) comply with the provisions of the Land Use Restriction Agreement restricting any such transfer.

#### ARTICLE VII INDEMNIFICATION

##### Section 7.01 Indemnification of Issuer and Trustee

(a) Except as otherwise provided below and subject to Sections 8.07 and 9.04 hereof, the Issuer and the Trustee, and each of their officers, agents, independent contractors, employees, successors and assigns, and, in the case of the Issuer, its elected and appointed officials, past, present or future (hereinafter the "Indemnified Persons"), shall not be liable to the Borrower for any reason. The Borrower shall defend, indemnify and hold the Indemnified Persons harmless from any loss, claim, damage, tax, fine, penalty or expense (including, but not limited to, reasonable counsel fees, costs, expenses and disbursements), or liability (other than with respect to payment of the principal of or interest on the Promissory Note) of any nature due to any and all suits, actions, legal or administrative proceedings, expenses or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use or maintenance of the Project; (ii) any act, failure to act, or misrepresentation by the Borrower or any member of the Borrower, or any Person acting on behalf of, or at the direction of, the Borrower or any member of the Borrower, in connection with the issuance, sale or delivery of the Bonds; (iii) any false or misleading representation made by the Borrower in the Borrower Documents; (iv) the breach by the Borrower of any covenant contained in the Borrower Documents, or the failure of the Borrower to fulfill any such covenant which are not cured within all applicable notice and cure periods; (v) enforcing any obligation or liability of the Borrower under this Loan Agreement, the Promissory Note, or the other Borrower Documents, or any related agreement; (vi) taking any action requested by the Borrower; (vii) taking any action reasonably required by the Borrower Documents; or (viii) taking any action considered necessary by the Issuer or the Trustee, and which is authorized by the Borrower Documents. If any suit, action or proceeding is brought against any Indemnified Person, the interests of the Indemnified Person in that suit, action or proceeding shall be defended by counsel to the Indemnified Person or the Borrower, as the Indemnified Person shall determine. If such defense is by counsel to the Indemnified Person, the Borrower shall indemnify and hold harmless the Indemnified Person for the cost of that defense, including reasonable counsel fees, disbursements, costs and expenses. If the Indemnified Persons affected by such suit determine that the Borrower shall defend the Indemnified Persons, the Borrower shall immediately assume the defense at its own cost. Neither the Indemnified Persons nor the Borrower shall be liable for any settlement of any proceeding made without each of their consent. In no event shall the Borrower be liable to an Indemnified Person for the Indemnified Person's own willful misconduct or gross negligence.

(b) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to enforce: (i) any applicable federal or state law or regulation or resolution of the Issuer related to the Project, and (ii) any rights accorded the Issuer by federal or state law or regulation or resolution of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

12/13/2023

COMMUNICATIONS, ETC.

7477

(c) If the Indemnified Persons are requested by the Borrower to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, they will do so if and only if: (i) the Indemnified Persons are a necessary party to any such action; (ii) the Indemnified Persons have received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Indemnified Persons; and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Indemnified Persons has been executed by the Borrower prior to the taking of any such action by the Indemnified Persons.

(d) The obligations of the Borrower under this Section 7.01 shall survive any assignment or termination of this Loan Agreement and, as to the Trustee, any resignation or removal of the Trustee.

(e) Indemnification of the Issuer by the Borrower with respect to environmental matters shall be governed exclusively by the terms and provisions of any environmental indemnification agreement.

#### ARTICLE VIII DEFAULTS AND REMEDIES

**Section 8.01 Defaults Defined.** The following shall be "Defaults" under this Loan Agreement and the term "Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) The Borrower shall fail to pay any Loan Payment on or prior to the date on which that Loan Payment is due and payable to the extent amounts on deposit in the Bond Fund, including amounts transferred from the Collateral Fund and the Project Fund are insufficient to pay the Bond Service Charges due on the next Bond Payment Date;

(b) The Borrower shall fail to observe and perform any other agreement, term or condition contained in this Agreement and the continuation of such failure for a period of 30 days after written notice thereof shall have been given to the Borrower and Lender by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion, which must be resolved within 180 days after the aforementioned notice;

(c) The Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, which is not dismissed within 90 days; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property which appointment is not vacated within a period of 90 days;

7478

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Loan Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any adverse material respect when made or given;

(e) There shall occur an "Event of Default" as defined in the Indenture; and

(f) There shall occur an "Event of Default" as defined in the Land Use Restriction Agreement by the Borrower under the Land Use Restriction Agreement that is continuing after any applicable notice and cure period.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Borrower is unable to perform or observe any agreement, term or condition hereof which would give rise to a Default under subsection (b) hereof, the Borrower shall not be deemed in default during the continuance of such inability. However, the Borrower shall promptly give written notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

Any term of this Loan Agreement, the Indenture or of any related document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall have no responsibility, obligation or duty to enter upon, or otherwise take possession or control of, the Project or the Premises, or take any other action which could constitute taking possession or control of the Project or the Premises (i) if it will require the approval of a governmental regulator that cannot be obtained, (ii) until the Trustee shall be indemnified to its sole satisfaction and (iii) until the Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created under the Indenture shall incur, by reason of such action, any personal liability under any federal or State law for hazardous wastes, hazardous materials or other environmental liabilities or any other liability.

The term "Force Majeure" shall mean, without limitation, the following:

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; civil disturbances; riots; landslides; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

The declaration of a Default under subsection (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

12/13/2023

COMMUNICATIONS, ETC.

7479

**Section 8.02 Remedies on Default.** Whenever any Default referred to in Section 8.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee does not act), may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 6.02 of the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Borrower Note, the Land Use Restriction Agreement or any other Borrower Document in the event of default thereunder.

Notwithstanding the foregoing, neither the Issuer nor the Trustee shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished to the Issuer or the Trustee, as applicable, at no cost or expense to the Issuer or the Trustee. Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of Bond Service Charges collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 4.14 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 8.03 No Remedy Exclusive.** Subject to Section 6.08 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Bond Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained

**Section 8.04 Agreement to Pay Attorneys' Fees and Expenses.** In the event the Borrower should Default under any of the provisions of this Loan Agreement or under the Borrower Note and the Issuer and/or Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or under the Borrower Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Borrower Note, the Borrower agrees that it will on demand therefor pay to the Issuer and the Trustee, as the case may be, the reasonable fees and expenses of such attorneys (including, without limitation, those incurred to enforce this provision) and such other expenses so incurred by the Issuer and/or the Trustee. This Section 8.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Loan Agreement or the termination of this Loan Agreement for any reason.

**Section 8.05 No Additional Waiver Implied by One Waiver** In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.06 Right to Cure.** Notwithstanding anything to the contrary herein or otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner, or the Construction Lender, shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower herein or otherwise in the Borrower Documents.

**Section 8.07 Default by Issuer; Limited Liability.** Notwithstanding any provision or obligation to the contrary herein set forth, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge upon the general credit of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Loan Agreement, the Borrower Note, and any other Borrower Documents, and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, and the Issuer shall not be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and the Issuer shall be obligated to pay the same only out of Revenues. The Issuer shall not be required to do any act whatsoever, or exercise any diligence whatsoever, to mitigate the damages to the Owner if a Default shall occur hereunder.

#### ARTICLE IX MISCELLANEOUS

**Section 9.01 Term of Agreement.** This Loan Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided, that the provisions of Sections 5.10, 7.01 and Article VII hereof shall survive termination of this Loan Agreement.

12/13/2023

COMMUNICATIONS, ETC.

7481

**Section 9.02 Notices; Publication of Notice**

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Borrower shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer or the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Borrower (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of the Indenture.

(b) Whenever the Issuer or the Borrower is required or permitted to give or publish notice of any event or occurrence under this Loan Agreement, such notice shall be given or published in such manner and by such means as the Issuer or the Borrower, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (i) publication in one or more newspapers or trade journals selected by the Issuer or the Borrower, as the case may be; (ii) publication by or through one or more financial information reporting services; (iii) delivery to one or more "nationally recognized municipal securities information repositories" (as such terms is defined in Securities and Exchange Commission Rule 15c2-12) or any successor repository or entity fulfilling a substantially similar or like role; or (iv) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Borrower.

**Section 9.03 Nonrecourse Liability of Borrower.** Except as provided herein, the monetary obligations of the Borrower contained in this Loan Agreement (except for fees, payments and indemnification under Sections 3.12, 4.04, 7.01 and 8.04 hereof) shall be limited obligations payable solely from the income and assets of the Project and neither the Borrower nor any partner, manager, member, director, official or officer of the Borrower shall have any personal liability for the satisfaction of any obligation of the Borrower or claim against the Borrower, arising out of this Loan Agreement. Notwithstanding anything contained in this Loan Agreement to the contrary, neither the Issuer nor the Trustee may assert any claim arising hereunder against the Borrower's interest in the Project, or in the rents or other income of the Project for the payment of any charge or obligation due hereunder.

The limit on the Borrower's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, to constitute a release, in whole or in part, of the indebtedness evidenced by this Loan Agreement or a release, in whole or in part, or an impairment of the security interest, or in case of any default or enforcing any other right of the Issuer under this Loan Agreement or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Loan Agreement.

The provisions of this Section shall survive the termination of this Loan Agreement

**Section 9.04 No Pecuniary Liability of Issuer** No agreements or provisions contained in this Loan Agreement or any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project or any property of the Borrower financed, directly or indirectly, out of proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer (including tax and rebate

liability) or its past, present or future officers, directors, employees, commissioners, agents or members of its governing body and their successors and assigns or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Trust Estate. No failure of the Issuer to comply with any terms, covenants or agreements in this Loan Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer or its past, present or future officers, directors, employees, commissioners, agents and members of its governing body and their successors and assigns to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Trust Estate. Without limiting the requirement to perform its duties or exercise its rights and powers under this Loan Agreement upon receipt of appropriate indemnity or payment, none of the provisions of this Loan Agreement or the Indenture will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Loan Agreement. Nothing in this Loan Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Loan Agreement or in the Indenture; provided that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Loan Agreement or made available under the Indenture by the Borrower and pledged to the payment of the Bonds.

No covenant, agreement or obligation contained herein or in any other financing instrument executed in connection with the Project or the making of the Loan shall be deemed to be a covenant, agreement or obligation of any past, present or future director, officer, employee, commissioner, or agent of the Issuer in his or her individual capacity so long as he or she does not act in bad faith, and no such director, officer, employee, commissioner or agent of the Issuer in his or her individual capacity shall be subject to any liability under any agreement to which the Issuer is a party or with respect to any other action taken by him or her so long as he or she does not act in bad faith.

**Section 9.05 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders and their respective successors and assigns.

**Section 9.06 Severability.** In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.07 Amounts Remaining in Funds.** Subject to the provisions of Section 4.07 of the Indenture, any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds for two years after the due date thereof (whether at stated maturity or otherwise), shall be deemed to belong to and shall be paid, at the written request of the Borrower, to the Borrower by the Trustee as overpayment of Loan Payments. With respect to that principal of and interest on the Bonds to be paid from money paid to the Borrower pursuant to the preceding sentence, the Holders of the Bonds entitled to such money shall look solely to the Borrower for the payment of such money. Further, any amounts remaining in the Special Funds after all of the Outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Loan Agreement, the Note and the Indenture have been paid, shall, subject to Section 4.14 of the Indenture and at the written request of the Borrower, be paid to the Borrower to the extent that such money are in excess of the amounts necessary to effect the payment and discharge of the Outstanding Bonds.

12/13/2023

COMMUNICATIONS, ETC.

7483

**Section 9.08 Amendments, Changes and Modifications.** Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

**Section 9.09 Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 9.10 Applicable Law; Jury Trial.** This Loan Agreement and the Borrower Note, and the rights and obligations of the parties hereunder and thereunder, shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois, without regard to its conflict of laws principles.

**THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE BORROWER NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED; IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT OR THE BORROWER NOTE, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

**THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE ISSUER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS LOAN AGREEMENT, THE BORROWER NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT, THE BORROWER NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.**

**Section 9.11 Captions.** The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

[Balance of Page Intentionally Left Blank]

6/12/2024

REPORTS OF COMMITTEES

13009

7484

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective official names by their duly authorized officers, all as of the date first above written.

CITY OF CHICAGO, as Issuer

By:

\_\_\_\_\_  
Name: Jill Jaworski  
Title: Chief Financial Officer

Seal

ATTEST:

By:

\_\_\_\_\_  
Name: Andrea M. Valencia  
Title: City Clerk

[SIGNATURE PAGE TO LOAN AGREEMENT – SIGNATURES  
CONTINUED ON NEXT PAGE]

12/13/2023

COMMUNICATIONS, ETC.

7485

**NEW CITY REDEVELOPMENT LIMITED  
PARTNERSHIP, an Illinois limited partnership**

**By: Celadon-Blackwood GP 1, LLC, an  
Illinois limited liability company, its  
General partner**

**By: Celadon Partners, LLC, an  
Illinois limited liability company, its  
managing member**

**By: \_\_\_\_\_  
Name:  
Title:**

6/12/2024

REPORTS OF COMMITTEES

13011

7486

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

\_\_\_\_\_ as Trustee

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO LOAN AGREEMENT CONTINUED]

(Sub)Exhibits "A", "B" and "C" referred to in this Loan Agreement read as follows:

12/13/2023

COMMUNICATIONS, ETC.

7487

(Sub)Exhibit "A".  
(To Loan Agreement)

Form Of Borrower Note.

*This Borrower Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Indenture and the Loan Agreement referred to herein.*

[\$22,500,000]

December \_\_, 2023

NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower"), for value received, promises to the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer") (and assigned to \_\_\_\_\_, as trustee (the "Trustee") under the Indenture hereinafter referred to), the principal amount of

\_\_\_\_\_ 00/100 DOLLARS

and to pay interest on the unpaid balance of such principal sum from and after the date hereof at the rate of \_\_\_\_\_% per annum through and including \_\_\_\_\_ 1, 202\_\_, and thereafter at the applicable Remarketing Rate (as defined in the Indenture described below), until the payment of such principal sum has been made or provided for. The principal amount stated above shall be paid on or before \_\_\_\_\_ 1, 202\_\_ (the "Maturity Date"). Interest shall be calculated on the basis of a 360-day year of 12 equal months. Interest on this Note shall be paid at least one Business Day prior to (a) each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, commencing \_\_\_\_\_ 1, 202\_\_, (b) each Redemption Date, (c) each Mandatory Tender Date, (d) the Maturity Date and (e) the date of acceleration of the Bonds (the "Interest Payment Dates"). Terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as defined below.

This Borrower Note has been executed and delivered by the Borrower to the Trustee pursuant to a certain Loan Agreement dated as of December 1, 2023 (the "Loan Agreement"), by and among the Issuer, Borrower and the Trustee.

Under the Loan Agreement, the Issuer has loaned the Borrower the principal proceeds received from the sale of its [\$22,500,000] City of Chicago Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "Bonds"), to assist in the financing of the Project, as such term is defined in the below-defined Indenture, and the Borrower has agreed to repay such loan by making payments ("Loan Payments") at the times and in the amounts set forth in this Borrower Note for application to the payment of principal of and interest on the Bonds as and when due. The Bonds have been issued, concurrently with the execution and delivery of this Borrower Note, pursuant to, and are secured by, the Indenture dated as of December 1, 2023 (the "Indenture"), between the Issuer and the Trustee.

To provide funds to pay the principal of and interest on the Bonds as and when due as specified herein, the Borrower hereby agrees to and shall make Loan Payments in amounts on each Interest Payment Date equal to the Bond Service Charges on the Bonds payable on such Interest Payment Date. In addition, to provide funds to pay the Bond Service Charges on the Bonds as and when due at any other time, the Borrower hereby agrees to and shall make Loan Payments at least one Business Day prior to the date on which any Bond Service Charges on the Bonds shall be due and payable, whether at maturity, upon acceleration or otherwise, in an amount equal to those Bond Service Charges.

7488

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

If payment or provision for payment in accordance with the Indenture is made in respect of the Bond Service Charges on the Bonds from money other than Loan Payments, this Borrower Note shall be deemed paid to the extent such payments or provision for payment of Bonds has been made. Consistent with the provisions of the immediately preceding sentence, the Borrower shall have credited against its obligation to make Loan Payments any amounts transferred from the Project Fund or the Collateral Fund to the Bond Fund. Subject to the foregoing, all Loan Payments shall be in the full amount required hereunder.

All Loan Payments shall be made to the Trustee at its Designated Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Except as otherwise provided in the Indenture, the Loan Payments shall be used by the Trustee to pay the Bond Service Charges on the Bonds as and when due.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other Person.

This Borrower Note is subject to prepayment, in whole or in part, upon the terms and conditions relating to the redemption of the Bonds set forth in Article 3 of the Indenture. Any prepayment is subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Loan Agreement or the Indenture.

Whenever an Event of Default (as defined in the Indenture) under Section 6.01 of the Indenture shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then Outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 6.02 of the Indenture, the unpaid principal amount of and any premium and accrued interest on this Borrower Note shall also be due and payable on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Borrower Note.

The payment obligations of this Borrower Note are non-recourse to the Borrower to the extent set forth in Section 9.03 of the Loan Agreement.

Enforcement of the covenants in this Borrower Note will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Project or the Mortgage Loan proceeds, or the rents or deposits or other income of the Project.

Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Borrower Note will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

12/13/2023

COMMUNICATIONS, ETC.

7489

IN WITNESS WHEREOF, the Borrower has caused this Borrower Note to be executed in its name as of the date first above written.

**NEW CITY REDEVELOPMENT, LIMITED PARTNERSHIP, an Illinois limited partnership**

By: Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, its general partner

By: Celadon Partners, LLC, an Illinois limited liability company, its managing member

By: \_\_\_\_\_  
Name:  
Title.

**ENDORSEMENT**

Pay to the order of \_\_\_\_\_, without recourse, as Trustee under the Indenture referred to in the within mentioned Borrower Note, as security for the Bonds issued under the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Borrower Note.

This \_\_\_\_ day of December, 2023.

**CITY OF CHICAGO, as Issuer**

By: \_\_\_\_\_  
Name: Jill Jaworski  
Title: Chief Financial Officer

(Sub)Exhibit "B".  
(To Loan Agreement)

**FORM OF REQUISITION  
(Project Fund)**

\_\_\_\_\_ as Trustee  
Attn:

**\$(Insert Amount)  
City of Chicago  
Multi-Family Housing Revenue Bonds  
(United Yards 1A Project)  
Series 2023**

Ladies and Gentlemen:

Pursuant to Section 3.06 of the Loan Agreement dated as of December 1, 2023 (the "Loan Agreement") among the CITY OF CHICAGO (the "Issuer"), NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower"), and \_\_\_\_\_ as Trustee (the "Trustee"), the undersigned Authorized Borrower Representative hereby requests and authorizes the Trustee, as depository of the Project Fund created by the Indenture dated as of December 1, 2023 (the "Indenture"), between the Issuer and the Trustee, to pay to the Borrower or to the person(s) listed on the Schedule I hereto out of the money deposited in the Project Fund to pay the costs of the items listed in Schedule I.

1. REQUISITION NO.: \_\_\_\_\_
2. PAYMENT DUE TO: [SEE ATTACHED SCHEDULE I]
3. AMOUNT TO BE DISBURSED: \$\_\_\_\_\_ [SEE ATTACHED SCHEDULE I]
4. The amount requested to be disbursed pursuant to this Requisition will be used to pay Costs of the Project (as such term is defined in the Indenture) detailed in Schedule I attached to this Requisition.
5. With respect to a disbursement from the Project Fund, the undersigned certifies that:
  - (a) the amounts included in 3 above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
  - (b) the amount paid or to be paid, as set forth in this Requisition, represents a part of the funds due and payable for Costs of the Project, such funds were not paid in advance of the time, if any, fixed for payment and such funds are due in accordance with the terms of any contracts applicable to the Project and in accordance with usual and customary practice under existing conditions;
  - (c) the expenditures for which amounts are requisitioned represent proper charges against the Project Fund, have not been included in any previous requisition, have been properly recorded on the Borrower's books and are set forth in

12/13/2023

COMMUNICATIONS, ETC.

7491

Schedule I, with paid invoices attached for any sums for which reimbursement is requested;

(d) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for its funds actually advanced for Costs of the Project and do not represent a reimbursement to the Borrower for working capital;

(e) the amount remaining in the Project Fund, together with expected investment income on the Project Fund will, after payment of the amount requested by this Requisition, be sufficient to pay the Costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, currently in effect;

(f) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Loan Agreement and the Land Use Restriction Agreement;

(g) the full amount of each disbursement will be applied to pay or to reimburse the Borrower for the payment of Costs and that, after taking into account the proposed disbursement,

(A) at least 95% of the proceeds of the Bonds pursuant to all written requisitions will be used for Qualified Project Costs to provide a qualified residential rental project (as defined in Section 142(d) of the Code); and

(B) less than 25% of the Net Proceeds of the Bonds will be disbursed to pay or to reimburse the Borrower for the cost of acquiring land,

(h) the Borrower is not in default under the Loan Agreement or the Land Use Restriction Agreement and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Loan Agreement or the Land Use Restriction Agreement; and

(i) [no amounts being requisitioned by this Requisition will be used to pay, or reimburse, any Costs of Issuance incurred in connection with the issuance of the Bonds.]

6. The Borrower has on file, copies of invoices or bills of sale covering all items for which payment is being requested.

6/12/2024

REPORTS OF COMMITTEES

13017

7492

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

Requisition submitted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**NEW CITY REDEVELOPMENT LIMITED  
PARTNERSHIP, an Illinois limited partnership**

By: Celadon-Blackwood GP 1, LLC, an Illinois  
limited liability company, its general partner

By: Celadon Partners, LLC, an  
Illinois limited liability company, its  
managing member

By: \_\_\_\_\_  
Name:  
Title:

[Schedule I referred to in this Form of Requisition  
unavailable at time of printing.]

12/13/2023

COMMUNICATIONS, ETC.

7493

(Sub)Exhibit "C".  
(To Loan Agreement)

Completion Certificate.

\$(Insert Amount)  
City of Chicago  
Multi-Family Housing Revenue Bonds  
(United Yards 1A Project)  
Series 2023

Pursuant to Section 3.09 of the Loan Agreement dated as of December 1, 2023 (the "Loan Agreement") by and among the City of Chicago (the "Issuer"), New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), and \_\_\_\_\_ as Trustee (the "Trustee") and relating to the above-captioned Bonds, the undersigned Authorized Borrower Representative hereby certifies that (with capitalized words and terms used and not defined in this Certificate having the meanings assigned or referenced in the Loan Agreement):

(a) The Project was substantially completed and available and suitable for use as multifamily housing on \_\_\_\_\_.

(b) The acquisition, construction, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

(c) The costs of the Project financed with the Loan were \$ \_\_\_\_\_.

(d) As provided in subsection (e) of this Certificate, all costs of that acquisition and installation due on or after the date of this Certificate and now payable have been paid.

[(e) The Trustee shall retain \$ \_\_\_\_\_ in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained, for the following reasons:]

(e) At least 95% of the proceeds of the Bonds were expended for Qualified Project Costs as defined in the Indenture.

(f) This Certificate is given without prejudice to any rights against third parties that now exist or subsequently may come into being.

In Witness Whereof, the Authorized Borrower Representative has set his or her hand as of the day \_\_\_\_ of \_\_\_\_\_, 202\_\_.

New City Redevelopment Limited Partnership,  
an Illinois limited partnership

By: Celadon-Blackwood GP 1 LLC, an Illinois  
limited liability company, its general partner

By: Celadon Partners LLC, an Illinois limited  
liability company, its managing member

By: \_\_\_\_\_

Name:

Title:

7494

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

*Exhibit "D".*  
(To Ordinance)

*Land Use Restriction Agreement.*

**THIS LAND USE RESTRICTION AGREEMENT** (this "**Agreement**"), entered into as of December 1, 2023, between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership (the "**Owner**"),

**WITNESSETH:**

**WHEREAS**, the Issuer has issued, sold and delivered its [up to \$22,500,000] Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "**Bonds**"); and

**WHEREAS**, the Bonds are issued pursuant to the Indenture of even date herewith (the "**Indenture**"), between the Issuer and \_\_\_\_\_, as trustee (the "**Trustee**"); and

**WHEREAS**, the proceeds derived from the issuance and sale of the Bonds are being lent by the Issuer to the Owner pursuant to the Loan Agreement of even date herewith (the "**Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of (i) the acquisition from the City of vacant land located at 1515 W. 47<sup>th</sup> Street, Chicago, Illinois (the "**6-Story Project Site**"), (ii) the acquisition from an affiliate of the Borrower of vacant land located at 1635-1643 W. 47<sup>th</sup> Street, Chicago, Illinois (the "**3-Flat Project Site**" and, collectively with the 6-Story Project Site, the "**Project Sites**"), as the Project Sites are more particularly described on Exhibit F of the hereinafter defined Ordinance, (iii) the construction on the 6-Story Project Site of a six-story new construction building with 45 units of family housing (the "**6-Story Facility**") and (iv) the construction on the 3-Flat Project Site of two 3-flat buildings with a combined total of six 2-bedroom units (the "**3-Flat Facilities**" and collectively with the 6-Story Facility, the "**Facilities**"), all together to be known as "**United Yards 1A**." At least 40% of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 60% of the area median income, and the remainder of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 80% of the area median income; and

**WHEREAS**, in order to assure the Issuer and the purchasers of the Bonds (the "**Holders**") that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986 (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of each of the 6-Story Project and the 3-Flat Project must be established;

**WHEREAS**, Co-Bond Counsel has informed us that, for federal tax purposes, the 6-Story Project and the 3-Flat Project will be treated as separate projects (each, a "**Project**");

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:

12/13/2023

COMMUNICATIONS, ETC.

7495

**Section 1. Term of Restrictions**

(a) **Occupancy Restrictions.** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units in each Project are first occupied following completion of each Project and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in each such Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to each such Project is outstanding; or (iii) the date on which any housing assistance provided with respect to each such Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred with respect to each such Project as the "Qualified Project Period").

(b) **Rental Restrictions.** The Rental Restrictions with respect to each Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) **Involuntary Loss or Substantial Destruction.** The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to a Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal City (with respect to such Project) after the date of delivery of the Bonds, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to such Project), or condemnation or similar event (with respect to such Project), but only if, within a reasonable time, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to such Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to such Project will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to such Project subsequent to such event the Owner or any Affiliated Party (as hereinafter defined) obtains an ownership interest in such Project for federal income tax purposes. "Affiliated Party" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein).

(d) **Termination.** This Agreement shall terminate with respect to a Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to such Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of such Project with the Rental Restrictions and the Occupancy

Restrictions applicable to such Project is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) **Certification.** Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) **HUD-Required Language.** [Reserved].

**Section 2. Project Restrictions.** The Owner represents, warrants and covenants with respect to each Project that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) Such Project is being acquired and constructed for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to such Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of such Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be Owner-occupied.

(d) None of the Units in such Project will at any time be used on a transient basis, nor will such Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; nor shall any portion of such Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; *provided, however* that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in such Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units

12/13/2023

COMMUNICATIONS, ETC.

7497

(subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in such Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are included as part of such Project will be of a character and size commensurate with the character and size of such Project, and will be made available to all tenants in such Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in such Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of such Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

**Section 3. Occupancy Restrictions.** The Owner represents, warrants and covenants with respect to such Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to such Project at least 40% of the completed Units in such Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "Qualifying Tenants" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which such Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or

certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in such Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in such Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at such Project as long as the Bonds are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in such Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to such Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to such Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in such Project, the Owner will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Owner with respect to such Project.

(i) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to such Project an annual

12/13/2023

COMMUNICATIONS, ETC.

7499

certification on Form 8703 as to whether such Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

**Section 4. Rental Restrictions.** The Owner represents, warrants and covenants with respect to such Project that once available for occupancy, each Unit in such Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to such Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to such Project the Owner will comply with all Section 8 requirements.

**Section 5. Transfer Restrictions.** The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of such Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to such Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of such Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to such Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

**Section 6. Enforcement**

(a) Upon reasonable notice and during regular business hours, the Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding such Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within

its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting such Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to such Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partner shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

**Section 7. Covenants to Run with the Land.** The Owner hereby subjects such Project, the Projects Sites and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to such Project, the Units, and the Project Sites, throughout

12/13/2023

COMMUNICATIONS, ETC.

7501

the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying such Project, the Units or the Project Sites, or any portion thereof or interest therein (excluding any transferee of a membership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

**Section 8. Recording.** The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

**Section 9. Agents of the Issuer.** The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such City appointment.

**Section 10. No Conflict with Other Documents.** The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

**Section 11. Interpretation.** Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture and the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

**Section 12. Amendment.** Subject to any restrictions set forth in the Indenture, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

**Section 13. Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

**Section 14. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being

deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in the applicable sections of the Indenture.

**Section 15. Governing Law.** The laws of the State of Illinois shall govern the construction of this Agreement, without reference to its conflicts of laws principles.

**Section 16. Limited Liability of Owner.** Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered owner of the Bonds, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

[Remainder of Page Intentionally Left Blank]

12/13/2023

COMMUNICATIONS, ETC.

7503

IN WITNESS WHEREOF, the parties hereto have caused this Land Use Restriction Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CITY OF CHICAGO, as Issuer

By: \_\_\_\_\_

Name: Jill Jaworski

Title: Chief Financial Officer

Seal

ATTEST:

By: \_\_\_\_\_

Name: Andrea M. Valencia

Title: City Clerk

6/12/2024

REPORTS OF COMMITTEES

13029

7504

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

This Land Use Restriction Agreement

Acknowledged and agreed to:

**NEW CITY REDEVELOPMENT LIMITED  
PARTNERSHIP,**

An Illinois limited partnership

By: Celadon-Blackwood GP I, LLC, an Illinois  
limited liability company, its general partner

By: Celadon Partners, LLC, an  
Illinois limited liability company, its  
managing member

By: \_\_\_\_\_  
Name:  
Title:

12/13/2023

COMMUNICATIONS, ETC.

7505

STATE OF ILLINOIS     )  
                                   ) ss:  
 COUNTY OF COOK        )

BEFORE ME, the undersigned authority, on this day personally appeared Jill Jaworski and Andrea M. Valencia, the Chief Financial Officer and the City Clerk, respectively, of the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[SEAL]

\_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires on:

\_\_\_\_\_

7506

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

STATE OF ILLINOIS   )  
   ) ss  
 COUNTY OF COOK      )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that [\_\_\_\_\_], personally known to me to be the Manager of Celadon Partners, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"), the general partner of New City Redevelopment Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as his free and voluntary act, and as the free and voluntary act and deed of the Managing Member, General Partner and New City Redevelopment Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public

(SEAL)

My commission expires on:

\_\_\_\_\_

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement constitutes Exhibit "F" to ordinance printed on pages 7576 and 7577 of this Journal.]

(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement read as follows:

12/13/2023

COMMUNICATIONS, ETC.

7507

(Sub)Exhibit "B".  
(To Land-Use Restriction Agreement)

*Income Computation And Certification.\**

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of December 1, 2023, among the City of Chicago and WHP-IID LLC, an Illinois limited liability company (together with its successors and assigns, the "Owner").

Re: United Yards Project 1A  
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
_____	Head	_____	_____	_____
_____	Spouse	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., \_\_\_\_\_) is \$\_\_\_\_\_. Included in the total anticipated income listed above are:

- (a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

\* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor

7508

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance City in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance City could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

12/13/2023

COMMUNICATIONS, ETC.

7509

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of \$480 per adopted child;

7510

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state City to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. Assets.

(a) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)? \_\_\_ Yes \_\_\_ No.

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? \_\_\_ Yes \_\_\_ No.

(b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? \_\_\_ Yes \_\_\_ No.

(c) If the answer to (b) above is yes, state:

(i) the total value of all such assets: \$\_\_\_\_\_

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$\_\_\_\_\_; and

(iii) the amount of such income, if any, that was included in Item 6 above: \$\_\_\_\_\_.

12/13/2023

COMMUNICATIONS, ETC.

7511

**8. Full-time Students.**

(a) Are all of the individuals who propose to reside in the unit full-time students?  
 Yes  No.

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?  Yes  No.

**9. Relationship To Project Owner.** Neither I nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

**10. Reliance.** This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

**11. Further Assistance.** I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

7512

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Notary Seal]

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

For Completion By Apartment Owner Only:

1. Calculation Of Eligible Income:

a. Enter amount entered for entire household in 6 above: \$ \_\_\_\_\_

b. (1) if the amount entered in 7(c)(i) above is greater than \$5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$ \_\_\_\_\_);

12/13/2023

COMMUNICATIONS, ETC.

7513

- (2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings (\$\_\_\_\_\_), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$\_\_\_\_\_); and
- (3) enter at right the greater of the amount calculated under (1) or (2) above: \$\_\_\_\_\_.

c. Total Eligible Income (Line 1.a plus line 1.b(3)): \$\_\_\_\_\_

2. The amount entered in 1.c is:

\_\_\_\_\_ Less than 80 percent of Median Gross Income for Area.\*\*

\_\_\_\_\_ More than 80 percent of Median Gross Income for the Area.\*\*\*

3. Number of apartment unit assigned: \_\_\_\_\_

Bedroom Size: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 80 percent of Median Gross Income for the Area.

---

\*\* "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

\*\*\* See footnote 2.

7514

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

5. Method used to verify applicant(s) income:

\_\_\_\_ Employer income verification.

\_\_\_\_ Copies of tax returns.

\_\_\_\_ Other ( \_\_\_\_\_ )

\_\_\_\_\_  
Owner or Manager

*Income Verification.*

(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages \_\_\_\_\_

Overtime \_\_\_\_\_

Bonuses \_\_\_\_\_

Commissions \_\_\_\_\_

Total current income: \_\_\_\_\_

I hereby certify that the statements above are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

12/13/2023

COMMUNICATIONS, ETC.

7515

I hereby grant you permission to disclose my income to New City Redevelopment Limited Partnership, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its Projects which has been financed by the City of Chicago.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Income Verification.*

(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Sub)Exhibit "C".*

(To Land-Use Restriction Agreement)

*Certificate Of Continuing Program Compliance.*

The undersigned, on behalf of New City Redevelopment Limited Partnership, an Illinois partnership (together with its successors and assigns, the "Owner"), hereby certifies as follows:

7516

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of December 1, 2023 (the "Land-Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land-Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants\*\*\*\*. \_\_\_\_\_ Number of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than 31 days): \_\_\_\_\_ Number of Units

3. The total number of completed units in the Project is \_\_\_\_\_.

4. The total number in 2 is at least 40 percent of the total number in 3 above.

5. No Event of Default (as such term is defined in the Indenture) or Default (as such term is defined in the Loan Agreement) has occurred and is subsisting under the Land-Use Restriction Agreement, except as set forth in Schedule A attached hereto.

New City Redevelopment Limited Partnership,  
an Illinois limited partnership

By: Celadon-Blackwood GP 1 LLC,  
an Illinois limited liability company,  
its general partner

By: \_\_\_\_\_

Name:

Title:

\*\*\*\* A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

12/13/2023

COMMUNICATIONS, ETC.

7517

*Exhibit "E"*  
(To Ordinance)

*New City Redevelopment Limited Partnership Redevelopment Agreement.*

This agreement was prepared by and after recording return to:  
Ashley B. Fawver, Esq.  
City of Chicago Department of Law  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

New City Redevelopment Limited Partnership Redevelopment Agreement

This New City Redevelopment Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner") and Celadon Construction Corporation NFP, an Illinois nonprofit corporation ("Sponsor" together with Owner, "Developer"). The general partner of Owner is Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"). Celadon Partners, LLC, an Illinois limited liability company has an 80% ownership interest in the General Partner and Blackwood Development Partners, LLC, an Illinois limited liability company, has a 20% ownership interest in the General Partner.

RECITALS

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

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

7518

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/Ashland Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/Ashland Redevelopment Project Area" (the "TIF Adoption Ordinance"), all of which have been amended subsequently (items(1)-(3), as amended, collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Developer intends to purchase certain property located within the Redevelopment Area at 1515 West 47th Street, Chicago, Illinois 60609 (the "First Site") from the City ("City Property") and at 1635-1643 West 47th Street, Chicago, Illinois 60609 from an Affiliate (as that term is defined below) (the "Second Site"), both sites of which are legally described on Exhibit A (the Second Site together with the First Site, the "Property"), and, within the time frames set forth in Section 3.01, shall commence and complete construction of three low-income housing structures on the Property ("Facilities"). The First Site improvements will consist of one six-story building that will contain approximately 45 units for family housing and a ground floor opportunity hub for technology training and business support targeted to support youth of communities of color. The Second Site improvements will consist of two three-flat buildings comprising a total of six two-bedroom housing units. At least 40% of the units in each of the improvements will be occupied by households earning no more than 60% of the area median income; the remainder of the units (60% thereof) in each of the improvements will be occupied by households earning no more than 80% of the area median income. The "Project" means the Facilities and the related improvements described herein, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

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

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

12/13/2023

COMMUNICATIONS, ETC.

7519

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	A *Legal Description of the Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Requisition Form
4. Financing	D *Preliminary TIF Projection - Real Estate Taxes
5. Conditions Precedent	
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	
8. Covenants/Representations/Warranties of Developer	(An asterisk(*) indicates which exhibits are to be recorded.)
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	

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

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

**“Annual Compliance Report”** means a signed report from Developer to the City (a) itemizing each of Developer’s obligations under this Agreement during the preceding calendar year, (b) certifying Developer’s compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; **provided**, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**); (4) delivery of updated insurance certificates, if applicable (**Section 8.14**); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); (6) delivery of evidence of compliance with the Sustainable Development Policy (**Section 8.22**); (7) compliance with the Increment and Rate of Return Reporting (**Section 8.25**), if applicable; and (8) compliance with all other executory provisions of this Agreement.

**“ATS Manual”** means the 2021 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

**“Available Project Funds”** means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement.

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

**“Change Order”** means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in **Section 3.03**, **Section 3.04** and **Section 3.05**, respectively.

**“City Contract”** is defined in **Section 8.01(1)**.

**“City Council”** is defined in the Recitals.

**“City Funds”** is defined in **Section 4.03(b)**.

**“City Property”** is defined in the Recitals.

**“Closing Date”** means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

**“Contract”** is defined in **Section 10.03**.

12/13/2023

COMMUNICATIONS, ETC.

7521

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

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

"Corporation Counsel" means the City's Department of Law.

"DOH" means the City's Department of Housing.

"DPD" has the meaning defined in the Agreement preamble.

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

"Employer(s)" is defined in Section 10.

"Employment Plan" is defined in Section 5.12.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" means Developer's funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Facilities" is defined in the Recitals.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

"Financial Statements" means complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

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

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

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

"Human Rights Ordinance" is defined in Section 10.

"In Balance" is defined in Section 4.07.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

"Limited Partner" is defined in Section 4.09.

12/13/2023

COMMUNICATIONS, ETC.

7523

“MBE(s)” means a business identified in the Directory of Certified Minority Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“MBE/WBE Budget” means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

“MBE/WBE Program” is defined in Section 10.03.

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

“New Mortgage” is defined in Article 16.

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

“Other Regulated Material” means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“Permitted Liens” means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Property entered into after the date hereof in Developer’s ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

“Permitted Mortgage” is defined in Article 16.

“Planned Development” means the Planned Development, if any, applicable to the Property.

“Plans and Specifications” means construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

“Prior Expenditures” is defined in Section 4.05(a).

7524

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP").

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

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

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial

12/13/2023

COMMUNICATIONS, ETC.

7525

Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

“Survey” means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

“Sustainable Development Policy” shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

“Term of the Agreement” means the period of time starting on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate.

“TIF Adoption Ordinance” is defined in the Recitals.

“TIF District Administration Fee” means the fee described in Section 4.05(b).

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

“TIF-Funded Improvements” means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

“TIF Ordinances” is defined in the Recitals.

“Title Company” means Greater Illinois Title Company.

“Title Policy” means a title insurance policy in the most recently revised ALTA or equivalent form, showing Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

“Waste” means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill

7526

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

### SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facilities, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 60 days after the Closing Date; and (ii) complete construction of Facilities no later than 24 months after the Closing Date.

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

3.03 Project Budget. Developer has furnished to DPD and DOH, and DPD and DOH has approved, a Project Budget showing total costs for the Project in an amount not less than [\$42,195,571]. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity and other funds described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DOH certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Owner to DOH, pursuant to the Architectural and Technical Standards Manual (ATS Manual) dated 2021 issued by DOH. The Owner shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Owner of DOH written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect and also shall contain a

12/13/2023

COMMUNICATIONS, ETC.

7527

provision requiring compliance with the policies and procedures outlined in the ATS Manual. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Owner..

3.05 DOH and DPD Approval. Any approval granted by DOH and DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DOH and DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD or DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals). Developer shall not start construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DOH's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

3.07 Progress Reports and Survey Updates. Developer shall provide DOH and DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DOH's written approval pursuant to Section 3.04). Developer shall provide an updated Survey to DOH or DPD if requested by DOH or DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DOH shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DOH, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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

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

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

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

3.13 Conveyance of City Property. The following provisions shall govern the City's conveyance of the City Property to the Sponsor for the Sponsor's conveyance to the Owner:

(a) Form of Quitclaim Deed. The City shall convey title to the City Property to Sponsor by a quitclaim deed for the sum of One Dollar (\$1.00). The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

- i. the Redevelopment Plan;
- ii. the standard exceptions in an ALTA insurance policy;
- iii. all general real estate taxes;
- iv. easements, encroachments, covenants and restrictions of record and not shown of record; and
- v. such other title defects as may exist.

If necessary to clear title of exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date, the City shall submit to the County a tax abatement letter and/or file a vacation of tax sale proceeding in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall have no further duties with respect to any such taxes. Immediately following the City's conveyance of the City Property to Sponsor, Sponsor shall immediately convey the Property to the Owner for the appraised fair market value of the City Property. The City has only agreed to sell the City Property to Sponsor because Sponsor and the Owner have agreed to execute this Agreement and comply with its terms and conditions.

(b) The Property Closing. The City Property closing shall take place on such date and at such place as the parties may mutually agree to in writing, but in no event earlier than the Closing Date.

12/13/2023

COMMUNICATIONS, ETC.

7529

(c) Recordation of Quitclaim Deed. The Owner shall promptly record the quitclaim deed(s) for the City Property in the Recorder’s Office of Cook County. The Owner shall pay all costs for so recording the quitclaim deed.

(d) Escrow. In the event that the Owner requires conveyance through an escrow, the Owner shall pay all escrow fees.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

<u>Sources</u>	<u>Amount</u>
Private Loan	\$1,100,000
Regions Construction / Equity Bridge Loan	\$13,525,000
TIF/City Funds	\$14,500,000
CRP loan/grant	\$7,000,000
(or other funds in the discretion of the DPD Commissioner or the DOH Commissioner)	
Deferred Developer Fee	\$1,000,000
General Partner Equity	\$100
4% Tax Credit Equity	\$18,416,971
Com Ed Affordable grant	\$178,500
Seller Financing Loan	\$4,300,000
<b>Total Sources</b>	<b>\$42,195,571</b>

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

4.02 Developer Funds. Equity, the City Funds, and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

7530

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

#### 4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. Sponsor shall be required to loan or contribute any City Funds paid to Sponsor to the Owner to reimburse the Owner for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements. City Funds shall not be paid to Developer under this Agreement prior to the achievement of 33% completion.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5, the City hereby agrees to provide up to \$14,500,000 of City funds ("City Funds") in three equal installment payments, payable from time to time upon evidence of the Project's completion percentages, based on architect's certifications, as follows:

- i. 33 1/3% of City Funds at 33% Project completion;
- ii. second 33 1/3% of City Funds at 66% Project completion;
- iii. the remainder of unpaid City Funds after receipt of the Certificate of Completion;

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$14,500,000, with such amount to be further reduced by the TIF District Administration Fee; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$14,500,000 is contingent upon the fulfillment of the Project completion conditions set forth in parts (i), (ii) and (iii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

4.04 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto, or as otherwise set forth pursuant to the Escrow Agreement and this Agreement. The City must receive copies of all draw requests and related documents submitted to the Title Company. DPD shall approve disbursements of the City Funds from the Escrow within forty-five (45) days of receipt thereof. If required, Developer shall meet with DPD or DOH upon

12/13/2023

COMMUNICATIONS, ETC.

7531

request to discuss the Requisition Forms previously delivered. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

The City and Developer acknowledge that the proceeds of the Lender Financing referenced in Section 4.01 above (the "Regions Construction / Equity Bridge Loan") will be used to bridge the City Funds and that the installments of the City Funds payable pursuant to Section 4.03(b)(i) to (iii) will be applied to the partial repayment of the said Regions Construction / Equity Bridge Loan. In furtherance of the above sentence, the City acknowledges that the Developer directs that a portion of the City Funds payable pursuant to Section 4.03(b)(i) in the amount of \$[ ] and the entirety of City Funds payable pursuant to Section 4.03(b)(ii) will be disbursed, on behalf of the Developer, directly to the Bridged Funds Subaccount established pursuant the Escrow Agreement, and the City Funds payable pursuant to Section 4.03(b)(iii) will be disbursed to the account established by Developer with Senior Lender for the partial repayment of the Regions Construction / Equity Bridge Loan. The wire instructions for such account shall be provided to the City by the Developer. The parties acknowledge that the Escrow Agreement will provide that disbursements of funds deposited into the Bridged Funds Subaccount shall be made at the sole direction of the Senior Lender.

**4.05 Treatment of Prior Expenditures and Subsequent Disbursements.**

(a) **Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date.** If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing, Developer is required to provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute under Section 4.01.

(b) **TIF District Administration Fee.** Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds before any City Funds are paid under this Agreement.

(c) **Allocation Among Line Items.** Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$100,000 in the aggregate, may be made without the prior written consent of DPD.

7532

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, defer developer fee or other amounts due Developer parties, or deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided,

12/13/2023

COMMUNICATIONS, ETC.

7533

however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

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

4.09 Permitted Transfers. Notwithstanding anything herein to the contrary, City will permit (i) the limited partner of the Owner (the "Limited Partner") to remove the General Partner as the general partner of the Partnership in accordance with the Partnership's limited partnership agreement (the "Partnership Agreement"), provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent, (ii) the General Partner to pledge to a lender that is providing Lender Financing (the "Lender") all of the General Partner's rights, title and interest in and to the Partnership Agreement as collateral for the obligations under the loans made or to be made by the Lender to Developer; (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated entity with the prior written consent of the City, provided, however, that the prior written consent of the City shall not be required for a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity, but prior written notice to the City is required; (iv) a transfer pursuant to a foreclosure, deed in lieu of foreclosure or similar action, of the Lender Financing; and (v) transfers of direct or indirect non-controlling interests in the General Partner or special limited partner, if any, to a trust for estate planning purposes.

## SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete

the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. Any liens against the Property existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, and survey. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Clerk's Office	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court, Northern District - Illinois	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

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

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is

12/13/2023

COMMUNICATIONS, ETC.

7535

unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

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

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its three most recent fiscal years and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

5.13 Environmental. The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the properties dated February 2022. The Phase I ESAs must be updated to be dated within 180 days of conveyance of the properties.

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer enrolled the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") in order to obtain a comprehensive residential No Further Remediation ("NFR") Letter for the enrolled Property. The IEPA approved the Remedial Action Plans (RAPs) for both properties on January 9, 2023.

The Developer covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees to not request a certificate of occupancy for the Project from

the Department of Buildings (DOB) until the IEPA has issued, and the Developer has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this RDA against the Property.

The Developer must abide by the terms and conditions of the Final Comprehensive residential NFR letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the NFR letter.

The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

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

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Before entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval.

12/13/2023

COMMUNICATIONS, ETC.

7537

Developer must receive at least three bids for the General Contractor. Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible qualified bidder who can complete the Project in a timely manner unless otherwise approved by DOH. Developer shall submit copies of the Construction Contract to DOH in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DOH within five (5) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DOH and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer shall deliver to DOH a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DOH's prior written approval, which DOH shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. The Developer Parties shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer shall deliver to DOH and Corporation Counsel a certified copy of such contract together with any modifications, amendments, or supplements thereto.

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

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

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

7538

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

**SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION**

**7.01 Certificate of Completion of Construction or Rehabilitation.** Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall use best efforts to respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

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

- Evidence acceptable to DPD that the Total Project Cost equals or exceeds \$42,195,571; as described in **Section 4.03(b)**, the City Funds will be reduced on a dollar-for-dollar basis if the Total Project Cost is less than this amount; and
- Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$14,500,000); and
- Receipt of Certificates of Occupancy for all buildings or other evidence acceptable to DPD that the developer has complied with building permit requirements for the Project; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy;
- Evidence acceptable to DPD that the units are being marketed for lease to tenants pursuant to the requirements set forth in the affordability provisions of the regulatory agreement executed by the Developer in connection with the Low-Income Housing Tax Credits.
- Evidence acceptable to DPD that the NFR has been secured
- Evidence acceptable to DPD of recording of the deed and
- There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

**7.02 Effect of Issuance of Certificate: Continuing Obligations.** The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify

12/13/2023

COMMUNICATIONS, ETC.

7539

that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs Covenant; Operating Covenant), and Section 8.20 (Annual Compliance Report) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

**7.03 Failure to Complete.** If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer.

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

**SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.**

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

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in its state of incorporation or organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15)

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

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

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

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

12/13/2023

COMMUNICATIONS, ETC.

7541

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

(j) before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property); (3) enter into any transaction outside the ordinary course of Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that would materially adversely affect the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided however, this section shall not apply to a transfer from the Developer to one of Developer's subsidiaries or affiliates through a quitclaim

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

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

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

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment) of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise and shall have no liability with respect thereto.

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

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

12/13/2023

COMMUNICATIONS, ETC.

7543

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement. If the City pays any of the City Funds to Sponsor, Sponsor shall be required to loan or contribute the City Funds to the Developer, to reimburse the Developer for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Covenant: Operating Covenant. The Developer anticipates that the Project will result in the creation of [2.5] full-time equivalent permanent jobs (the "Permanent Jobs"), and (ii) during the construction of the Project approximately 350 construction jobs on the job-site (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project, and following information for each employee:

- Employee status as full-time or part-time
- ZIP code for their primary residency
- Total employment tenure in months
- Wages above or below the "Living Wage" rate as defined for that year.

to DPD as a part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

8.07 Employment Opportunity: Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

7544

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest

12/13/2023

COMMUNICATIONS, ETC.

7545

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:

(ii) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

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

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement to be recorded and filed, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office

8.19 Real Estate Provisions.(a) Governmental Charges.

- i. Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.
  - ii. Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,
  - iii. Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge before the final determination of such proceedings; and/or
  - iv. Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.
- (b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, then Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and

12/13/2023

COMMUNICATIONS, ETC.

7547

take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer under this Agreement. The Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

[intentionally omitted]

- (d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

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

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

7548

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

**8.23. FOIA and Local Records Act Compliance.**

(a) **FOIA.** Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) **Exempt Information.** Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) **Local Records Act.** Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

**8.24 Survival of Covenants.** All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section Z when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

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

**8.26 Job Readiness Program.** Developer and its major tenants, if applicable, shall undertake a job readiness program to work with the City, through the Mayor's Office of Workforce Development, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer's business on the Property.

**8.27 Affordable Housing Covenant.** Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Low Income Housing Tax Credit Regulatory Agreement executed by Developer and DOH

12/13/2023

COMMUNICATIONS, ETC.

7549

as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facilities shall be operated and maintained solely as residential rental housing and ground-floor commercial spaces.

(b) No residential housing units in the Facilities shall be leased to market rate households;

(c) At least 40% of the units in each of the 6-Story Facility and the 3-Flat facilities shall be affordable to 60% AMI Households (as defined below)

(d) At least 60% of the units in each of the 6-Story Facility and the 3-Flat facilities shall be affordable to 80% AMI Households (as defined below)

(e) As used in this Section 8.27, the following terms have the following meanings:

- i. "Household" shall mean one or more individuals, whether or not related by blood or marriage; and
- ii. 60% AMI Households shall mean Households whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.
- iii. 80% AMI Households shall mean Households whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.27 shall run with the land and be binding upon any transferee.

#### SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and be in effect throughout the Term of the Agreement.

#### SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

12/13/2023

COMMUNICATIONS, ETC.

7551

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

"Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall

7552

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

12/13/2023

COMMUNICATIONS, ETC.

7553

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least 6 percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

7554

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

#### SECTION 11. ENVIRONMENTAL MATTERS

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

12/13/2023

COMMUNICATIONS, ETC.

7555

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

#### SECTION 12 INSURANCE

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

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

7556

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Before the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

12/13/2023

COMMUNICATIONS, ETC.

7557

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction.

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent before closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All

12/13/2023

COMMUNICATIONS, ETC.

7559

Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

#### SECTION 13. INDEMNIFICATION

13.01 **General Indemnity.** Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

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

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

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

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The

provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

#### SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

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

#### SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Developer under this Agreement:

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

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

(c) Developer makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to

12/13/2023

COMMUNICATIONS, ETC.

7561

pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

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

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City;

(l) Developer or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) Developer fails to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Term of the Agreement as provided in Section 8.20.

(n) Developer fails to secure the Certificate for the Project prior to the second anniversary of the RDA Closing Date.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, seek reimbursement of any City Funds paid and/or draw down up to the entire balance of the Letter of Credit, if any, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement.

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

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

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. Any performance of Developer duties, obligations or rights (including cure rights) that is offered to the City by either the Owner or the Sponsor on behalf of the Developer will be evaluated and accepted or rejected by the City as though offered by both Developer parties.

15.04 Limited Partner Cure Period. The City agrees to give the Limited Partner written notice of any and all defaults by the Owner under this Agreement, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below,

12/13/2023

COMMUNICATIONS, ETC.

7563

prior to exercising any remedies under the this Agreement. The City agrees that the Limited Partner will have ten (10) days after the Limited Partner's receipt of notice of such default to cure, or cause the cure, of a monetary default under the this Agreement, and thirty (30) days (or such longer period as is set forth in the this Agreement) after the Limited Partner's receipt of such notice to cure any non-monetary defaults under the this Agreement, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Limited Partner to cause cure, provided that cure is commenced within the above cure period and is diligently prosecuted. The City agrees to accept a cure by the Limited Partner as if such cure were made by Owner.

#### SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) If any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest under this

Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Before the City issues a Certificate under Section 7, Developer shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

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

<p><b>If to the City:</b></p> <p>City of Chicago          Department of Planning and Development          121 North LaSalle Street, Room 1000          Chicago, Illinois 60602          Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>New City Redevelopment Limited Partnership          c/o Celadon Partners, LLC          4707 S. Marshfield Avenue          Chicago, IL 60609          Attention: Aron Weisner</p> <p>With copies to:</p> <p>New City Redevelopment Limited Partnership          c/o Blackwood Development Partners LLC          3613 S. Union Avenue          Chicago, IL 60609          Attention: Jose Duarte</p> <p>And to:</p> <p>Celadon Construction Corporation NFP          325 N. LaSalle Dr., Suite 350          Chicago, IL 60654          Attention: Board President</p>
<p>With Copies To:</p>	<p>With Copies To:</p>

12/13/2023

COMMUNICATIONS, ETC.

7565

<p>City of Chicago          Department of Law          121 North LaSalle Street, Room 600          Chicago, Illinois 60602          Attention: Finance and Economic Development          Division</p>	<p>Applegate &amp; Thorne-Thomsen, P.C.          425 South Financial Place, Suite 1900          Chicago, Illinois 60605          Attention: Nick Brunick</p> <p>And</p> <p>RAH Investor 415 LLC          c/o Regions Affordable Housing          111 Great Neck Road, Suite 500          Great Neck, New York 11021</p> <p>And</p> <p>Kutak Rock LLP          1650 Farnam Street          Omaha, Nebraska 68102          Attn: Jill H. Goldstein</p>
---	--

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included in this Agreement and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12/13/2023

COMMUNICATIONS, ETC.

7567

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD, DOH, or the Commissioner, or any matter is to be to the City's, DPD's, DOH's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD, DOH or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City, DOH or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any

such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

**18.17 Business Economic Support Act.** Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

**18.18 Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

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

**18.20 Business Relationships.** Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12/13/2023

COMMUNICATIONS, ETC.

7569

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

New City Redevelopment Limited Partnership,  
an Illinois limited partnership

By: Celadon-Blackwood GP 1, LLC,  
an Illinois limited liability company,  
its general partner

By: Celadon Partners, LLC,  
an Illinois limited liability company,  
its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Celadon Construction Corporation NFP,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Commissioner

7570

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Manager of Celadon Partners, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"), the general partner of New City Redevelopment Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as his free and voluntary act, and as the free and voluntary act and deed of the Managing Member, General Partner, and New City Redevelopment Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

12/13/2023

COMMUNICATIONS, ETC.

7571

I, \_\_\_\_\_, a notary public in and for the said County, in the State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to  
me to be the \_\_\_\_\_ of Celadon Construction Corporation NFP, an  
Illinois not-for-profit corporation (the "Sponsor"), and personally known to me to be the same  
person whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to  
the authority given to him/her by the [Board of Directors] of Sponsor, as his/her free and voluntary  
act and as the free and voluntary act of Sponsor, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

7572

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

[(Sub)Exhibit "A" referred to in this New City Redevelopment Limited Partnership Redevelopment Agreement constitutes Exhibit "F" to ordinance printed on pages 7576 and 7577 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this New City Redevelopment Limited Partnership Redevelopment Agreement read as follows:

12/13/2023

COMMUNICATIONS, ETC.

7573

*(Sub)Exhibit "B".**(To New City Redevelopment Limited Partnership Redevelopment Agreement)**Project Budgets.**(Project Budget, MBE/WBE Budget And TIF-Funded Improvements)*

Item	Amount
Land Acquisition	\$ 561,613
Unit Construction Costs	24,797,823
Commercial Construction Costs	--
Other Hard Construction Costs	5,862,288
Soft Costs:	
Soil Testing	\$ 150,000
Professional Fees	2,347,841
Lender Fees	3,721,124
Insurance and Taxes	475,000
Marketing and Leasing	150,000
Developer Fee	2,437,884
Deferred Developer Fee	1,000,000
Reserves	691,998
Tenant Services	--
Total Project Costs:	\$ 42,195,571

7574 JOURNAL--CITY COUNCIL--CHICAGO 12/13/2023

MBE/WBE Budget.

Project Hard Costs	\$ 30,660,111
Project Soft Costs (Arch., Eng., Etc.)	1,130,841
Project MBE/WBE Total Budgets:	\$ 31,790,952
Project MBE Total at 26%	\$ 8,265,648
Project WBE Total at 6%	\$ 1,907,457

\* With the exception of Land, Project Budget amounts above are based on 51 affordable units.

TIF-Funded Improvements.

Category	Project Budget*	Percent TIF Eligible	TIF Eligible Cost
Land Acquisition	\$ 270,000	100%	\$ 270,000
Public Works or Site Improvements	--	100%	--
Affordable Housing Unit Hard Costs	28,269,517	50%	14,134,759
Environmental Remediation	--	100%	--
Eligible Soft Costs (Constr. Related)			
Architect-Design	\$ 550,000	50%	\$ 275,000
Architect-Supervision	110,000	50%	55,000
Engineer	470,841	50%	235,421
Soft Interest	\$ 1,665,000	30%	\$ 499,500
Total:			\$ 15,469,679

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

12/13/2023

COMMUNICATIONS, ETC.

7575

(Sub)Exhibit "C".  
(To New City Redevelopment Limited Partnership Redevelopment Agreement)

Requisition Form.

State of Illinois )  
                          ) SS.  
County of Cook )

The affiant, \_\_\_\_\_, of \_\_\_\_\_, a  
\_\_\_\_\_ (the "Developer"), hereby certifies that with respect to  
the \_\_\_\_\_ Redevelopment Agreement between Developer and the City of  
Chicago dated \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ \_\_\_\_\_, have been made:

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

\$ \_\_\_\_\_

C. The Developer requests reimbursement for the following cost of TIF-Funded  
Improvements:

\$ \_\_\_\_\_

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

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

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

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

7576

JOURNAL--CITY COUNCIL--CHICAGO

12/13/2023

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

[Developer]

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

Agreed and Accepted:

\_\_\_\_\_

Title: \_\_\_\_\_

City of Chicago,  
Department of Planning and Development

*Exhibit "F".  
(To Ordinance)*

*Legal Description.*

Parcel 1 (Six-Story Project Site):

Lots 7, 8, 9, 10 and 11 in Block 6 of Kay's Addition to Chicago, being a subdivision in the northwest quarter of the northwest quarter of the northwest quarter and the south half of the northwest quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

12/13/2023

COMMUNICATIONS, ETC.

7577

Parcel 2 (Three-Flat Project Site):

Lots 2, 3 and 4 in Jars Resubdivision of Lots 1 through 4 in Block 2 in Berger & Jacob's Subdivision of Block 9, according to the plat recorded July 7, 1879 as Document Number 228669, in Stone & Whitney's Subdivision recorded December 29, 1856, ante-fire, of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, according to Jars Resubdivision aforesaid recorded September 8, 2023 as Document Number 2325134073, in Cook County, Illinois.

Common Addresses:

1515 West 47<sup>th</sup> Street  
Chicago, Illinois 60609; and

4706 -- 4712 South Marshfield Avenue  
Chicago, Illinois 60609.

Property Index Numbers (PINs):

20-08-101-055-0000;

20-07-206-008-0000 (portion only);

20-07-206-009-0000 (portion only); and

20-07-206-010-0000 (portion only).

SETTLEMENT AGREEMENT REGARDING CASE OF *ISABELLA KEATING V. CITY OF CHICAGO, A MUNICIPAL CORPORATION.*

[Or2024-0009956]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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: *Isabella Keating v. City of Chicago, a Municipal Corporation*, cited as Case Number 2020 L 002668 (Cir. Ct. of Cook County), 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 order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with three (3) dissenting votes made by Alderpersons Conway, Quinn and Waguespack on June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 42.

*Nays* -- Alderpersons Quinn, Cardona, Waguespack, Conway, Gardiner -- 5.

Alderperson Mitchell 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: *Isabella Keating v. City of Chicago, a Municipal Corporation*, cited as Case Number 2020 L 002668 (Cir. Ct. of Cook County), in the amount of \$1,250,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *DOROTHY HOLMES, AS SPECIAL ADMINISTRATOR OF THE ESTATE OF RONALD JOHNSON III, DECEASED V. GEORGE HERNANDEZ.*

[Or2024-0009957]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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: *Dorothy Holmes, as Special Administrator of the Estate of Ronald Johnson III, deceased v. George Hernandez*, cited as Case Number 14 CV 8536 (Northern District of Illinois), in the amount of \$2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with two (2) dissenting votes from Alderpersons Sposato and Quinn on June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 44.

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

Alderperson Mitchell 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: *Dorothy Holmes, as Special Administrator of the Estate of Ronald Johnson III, deceased v. George Hernandez*, cited as Case Number 14 CV 8536 (Northern District of Illinois), in the amount of \$2,000,000.

---

SETTLEMENT AGREEMENT REGARDING CASES OF *DERRICK EDMOND ET AL. V. CITY OF CHICAGO, IVY ANDERSON V. CITY OF CHICAGO, JOE JONES V. CITY OF CHICAGO AND EDWARD MOSLEY V. CITY OF CHICAGO.*

[Or2024-0009958]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 cases: *Derrick Edmond et al. v. City of Chicago*, cited as Case Number 17 CV 4858 (Northern District of Illinois), *Ivy Anderson v. City of Chicago*, cited as Case Number 23 CV 5073 (Northern District of Illinois), *Joe Jones v. City of Chicago*, cited as Case Number 23 CV 5254 (Northern District of Illinois) and *Edward Mosley v. City of Chicago*, cited as Case Number 23 CV 14727 (Northern District of Illinois), in the amount of \$5,800,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell 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 matters: *Derrick Edmond et al. v. City of Chicago*, cited as Case Number 17 CV 4858 (Northern District of Illinois), *Ivy Anderson v. City of Chicago*, cited as Case Number 23 CV 5073 (Northern District of Illinois), *Joe Jones v. City of Chicago*, cited as Case Number 23 CV 5254 (Northern District of Illinois) and *Edward Mosley v. City of Chicago*, cited as Case Number 23 CV 14727 (Northern District of Illinois), in the amount of \$5,800,000.

---

SETTLEMENT AGREEMENT REGARDING CASES OF LASHAWN EZELL V. JAMES CASSIDY, ET AL., LAROD STYLES V. JAMES CASSIDY, ET AL., CHARLES JOHNSON V. JAMES CASSIDY, ET AL. AND TROSHAWN MC COY V. JAMES CASSIDY, ET AL.

[Or2024-0009959]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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

cases: *Lashawn Ezell v. James Cassidy, et al.*, cited as Case Number 18 CV 1049 (Northern District of Illinois), *Larod Styles v. James Cassidy, et al.*, cited as Case Number 18 CV 1053 (Northern District of Illinois), *Charles Johnson v. James Cassidy, et al.*, cited as Case Number 18 CV 1062 (Northern District of Illinois) and *Troshawn McCoy v. James Cassidy, et al.*, cited as Case Number 18 CV 1068 (Northern District of Illinois), in the amount of \$50,000,000 (\$21,000,000 paid by the City and \$29,000,000 paid by the City's insurance), 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

Nays -- None.

Alderperson Mitchell 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 matters: *Lashawn Ezell v. James Cassidy, et al.*, cited as Case Number 18 CV 1049 (Northern District of Illinois), *Larod Styles v. James Cassidy, et al.*, cited as Case Number 18 CV 1053 (Northern District of Illinois), *Charles Johnson v. James Cassidy, et al.*, cited as Case Number 18 CV 1062 (Northern District of Illinois) and *Troshawn McCoy v. James Cassidy, et al.*, cited as Case Number 18 CV 1068 (Northern District of Illinois), in the amount of \$50,000,000 (\$21,000,000 paid by the City and \$29,000,000 paid by the City's insurance).

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

[Or2024-0009953]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 13109 of this *Journal*.]

City Of Chicago  
**Journal Report for City Council GL Claims**

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
<b>Claimant Type Desc.: Vehicle(8)</b>									
HIRSCHBOECK	PETER	1802 VERNON ST. NW, #1020	WASHINGTON	DC	20009	01/26/2024	\$474.65	Claimant	2400 N. DUSABLE LAKE
JACKSON	CAROLYN	6407 FOREST AVE.	HAMMOND	IN	46324	03/03/2024	\$618.20	Claimant	12700 S. WENTWORTH
JEGERSKI	JOHN	2121 W. 23RD PL.	CHICAGO	IL	60608	01/28/2024	\$65.45	Claimant	2440 S. DAMEN AVE.
DEA	MARJORIE	155 N. HARBOR DR. #3605	CHICAGO	IL	60601	01/26/2024	\$223.18	Claimant	737 W. CHICAGO AVE.
ORUCZNIK	CHARLES	9881 TALL GRASS TRAIL	SANT JOHN	IN	46373	01/24/2024	\$545.71	Claimant	3500 W. 103RD STREET
SIERRA	ROSA	5336 W BARRY AVE.	CHICAGO	IL	60641	06/07/2023	\$429.83	DEPARTMENT OF REVENUE	2014 N AUSTIN
YORKE	JENNIFER	60 E. MONROE ST.	CHICAGO	IL	60603	01/26/2024	\$173.03	Claimant	300 E. RANDOLPH ST.
Total of Split Claims:      Number      7      Amount      \$2,530.05									
Total of Split Claims:      Number      7      Amount      \$2,530.05									

*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0009954]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred on May 31, 2022 and on subsequent dates, sundry claims for various refunds, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes, on June 10, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

[List of denied claimants printed on page 13111 of this *Journal*.]

City Of Chicago  
**Denied Claims by Claim Name**

Denied Date: 06/12/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AUSTIN, MARILYN M		1/11/24 12:00 AM		2024370560	TORT LIABILITY
FARIA, ALEX		3/3 1/24 12:00 AM		2024370539	TORT LIABILITY
GARBACZ, ANETKA D		1/25/24 12:00 AM		2024370582	I-55 EXPRESSWAY NEED TO FILE CLAIM WITH IDOT
GEICO CASUALTY AISIO ELLY,		1/22/24 12:00 AM		2024370521	PLEASE FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY
GIVENS, DERRICK J.		1/9/24 12:00 AM		2024370563	TORT LIABILITY
GOINS, JOY A		5/6/23 12:00 AM	05/24/2023	2023370083	NO RESPONSE
HOLLOMAN, DAVE M.		1/28/24 12:00 AM		2024370511	TORT LIABILITY
HUFF, PAUL J		5/18/23 12:00 AM		2023370507	TORT LIABILITY
KRUCZEK, WOJCIECH K		5/31/22 12:00 AM		2022370532	STATUS OF LIMITATIONS FOR FILE A CLAIM HAS EXPIRED.
KUZNIAK, BRIAN T		1/23/24 12:00 AM		2024370506	TORT LIABILITY
MORRIS, KRISTY		1/2 1/24 12:00 AM		2024370556	TORT LIABILITY
PATEL, ROSHAN		1/25/24 12:00 AM		2024370509	TORT LIABILITY
SANDERS, SHIRLENE		3/26/23 12:00 AM		2023370163	NON-RESPONSIVE.
SHELL, TIFFANY M		1/12/24 12:00 AM	06/21/2023	2024370559	TORT LIABILITY
SMITH, LESLE C		2/16/24 12:00 AM		2024370453	CITY NOT LIABLE-NO EVIDENCE SUPPORTING THE
TATE, TAMARA L		3/13/24 12:00 AM		2024370461	NOT ENOUGH EVIDENCE TO APPROVE THIS CLAIM AND
UKRAINSKIY, TARAS		5/4/24 12:00 AM		2024370517	PLEASE FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF MAY 2024.

[F2024-0009955]

The Committee on Finance submitted the following report:

CHICAGO, June 12, 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 May 2024, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 10, 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*.

---

*Action Deferred* -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO HPUMC REDEVELOPMENT LIMITED PARTNERSHIP FOR CONSTRUCTION OF LOW-INCOME HOUSING DEVELOPMENT AT 2120 N. MOZART ST.

[O2024-0009600]

The Committee on Finance submitted the following report which was, on motion of Alderperson Moore and Alderperson Lopez, *Deferred* and ordered published:

CHICAGO, June 12, 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 bonds to HPUMC Redevelopment Limited Partnership for construction of low-income housing development at 2120 North Mozart Street in the 1<sup>st</sup> Ward (O2024-0009600), in an amount up to \$10,000,000, 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 June 10, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

The following is said proposed ordinance transmitted with the foregoing committee report:

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, HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), whose managing partner is 2120 Mozart LLC, an Illinois limited liability company, the sole member of which is Latin United Community Housing Association, an Illinois not-for-profit corporation, intends to acquire the property located at 2120 North Mozart Street, Chicago, Illinois 60647 (the "Property"); and

WHEREAS, The Borrower has proposed to construct a certain low-income housing development on the Property consisting of a building that will contain 22 rental dwelling units (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 \$10,000,000 (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 the proceeds thereof ("Bond Proceeds") to the Borrower for the purpose of financing a portion of the Project costs, as well as 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 the Bonds which the City intends to issue for the Project will not exceed \$10,000,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower 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 the Bond Proceeds will be paid initially from funds of the Borrower.

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.

**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

---

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 MUNICIPAL IDENTIFICATION CARD (CITY KEY).

[O2024-0009432]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning an amendment of Municipal Code Chapter 2-176 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 Municipal Identification Card (City Key) (O2024-0009432), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 46.

*Nays* -- Alderperson Lopez -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 2-176 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and removing the language stricken through, as follows:

(Omitted text is unaffected by this ordinance.)

#### 2-176-010 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Applicant” means a person who applies for a City of Chicago ID.

“Clerk” means the City Clerk of the City of Chicago.

“City of Chicago ID” means an identification card issued by the City of Chicago that displays information that includes, but is not limited to, the Applicant’s name, photograph, date of birth, an expiration date, and, at the Applicant’s option, display the cardholder’s self-designated gender. The City of Chicago ID shall be designed in a manner to deter fraud.

“Program” means the program to administer and issue the City of Chicago ID.

“Platform” means the online system to issue City of Chicago IDs.

#### 2-176-050 Confidentiality.

The Clerk shall keep all information submitted by an Applicant for a City of Chicago ID confidential to the maximum extent permitted by law. The Clerk shall review, but not collect, documents provided by an Applicant as proof of identity and residence at in-person events. In relation to an application for a City of Chicago ID at an in-person event, the Clerk shall not maintain a record of an Applicant’s home address or telephone number.

Information provided by Applicants utilizing the online platform to obtain a City of Chicago ID will be stored and maintained in accordance with the City of Chicago’s Retention Schedule. The online platform will provide alerts informing Applicants that use of the platform will require that their information be stored and maintained, and an Applicant will have to read through these alerts and agree before they can move forward with obtaining a City of Chicago ID.

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2024-0009606]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 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 (SO2024-0009606), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2024 (the "2024 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded federal carryover authorization for additional grant funds in the amount of \$7,211,000 by the United States Department of Health and Human Services ("HHS") for the HIV Surveillance and Prevention program; and

WHEREAS, The City through CDPH has been awarded federal COVID-19 carryover authorization for additional grant funds in the amount of \$3,731,000 by HHS for the Sexually Transmitted Disease Prevention program; and

WHEREAS, The City through CDPH previously received and appropriated grant funds in the amount of \$943,704 awarded by HHS for the US Public Health Pathogens Genomics Centers of Excellence program and following the receipt of clarifying information, now desires to (1) transfer the entire amount from one line item to another; and (2) reclassify \$433,704 of the previously appropriated funds from federal grant funds to federal COVID-19 grant funds; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The amount of \$10,942,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2024. The 2024 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A"  
(To Ordinance)

Amendment To The 2024 Appropriation Ordinance

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
Estimate Of Grant Revenue For 2024							
	Awards from Agencies of the Federal Government for COVID-19	\$ 944,452,769	\$ 948,617,473				
	Awards from Agencies of the Federal Government	\$2,609,796,000	\$2,616,573,296				
925 -- Grant Funds							
Department Number	Department And Grant Name	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
41	Department Of Public Health:			\$11,930,000	\$19,141,000	\$11,930,000	\$19,141,000
	HIV Surveillance and Prevention			3,421,000	7,152,000	3,421,000	7,152,000
	Sexually Transmitted Disease Prevention						
	US Public Health Pathogens Genomics Centers of Excellence	\$ 943,704	\$ 0			943,704	0
	US Public Health Pathogens Genomics Centers of Excellence	2,646,912	3,590,616			2,646,912	3,590,616

TRANSFER OF YEAR 2024 FUNDS WITHIN 10<sup>TH</sup> WARD WAGE ALLOWANCE/  
ALDERMANIC EXPENSE ACCOUNT.

[O2024-0009459]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within 10<sup>th</sup> Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (O2024-0009459), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount	Ward
0000	0100	015	9008	\$8,082.00	10

TO:

Purpose	Fund	Code/ Department	Account	Amount	Ward
9000	0100	015	0017	\$8,082.00	10

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account or 9008 Aldermanic Expense Account for Ward Number 10 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

TRANSFER OF YEAR 2024 FUNDS WITHIN 23<sup>RD</sup> WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT.

[SO2024-0009191]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 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 a transfer of funds within 23<sup>rd</sup> Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0009191), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago’s Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$27,638.10	23

TO:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	\$27,638.10	23

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 23 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

TRANSFER OF YEAR 2024 FUNDS WITHIN 47<sup>TH</sup> WARD WAGE ALLOWANCE/  
ALDERMANIC EXPENSE ACCOUNT.

[O2024-0009208]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within 47<sup>th</sup> Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (O2024-0009208), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Pay 47 <sup>th</sup> Ward Part-time Office Staff	0100	0152005	9008	\$16,000	47

TO:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Pay 47 <sup>th</sup> Ward Part-time Office Staff	0100	0152005	0017	\$16,000	47

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account or 9008 Aldermanic Expense Account for Ward Number 47 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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 Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution concerning an 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), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the resolution 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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as passed:

*Be It Resolved by the City Council of the City of Chicago:*

SECTION 1. The Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance (“the Salary Regulations”) are hereby amended by inserting the underscored text, as follows:

Regulations Governing The Administration Of The Classification Plan And Employee Benefits For Classified Positions Set Forth In The Annual Appropriation Ordinance.

(Omitted text is unaffected by this resolution.)

B. Adoption And Definition Of The Compensation Plan.

(Omitted text is unaffected by this resolution.)

14) Non-Represented Senior Manager Employees.

An employee in a position assigned by the Department of Human Resources to the salary schedule for non-represented senior management employees set forth in Schedule X, Schedule LX, or Schedule PX shall be placed on Step 1 of the relevant grade, unless the appointing authority recommends that the employee be placed on a higher step based on their education or experience related to the position and the recommendation is approved by both the Commissioner of Human Resources and the Budget Director.

(Omitted text is unaffected by this resolution.)

SECTION 2. The Classification and Pay Plan and the Salary Schedules thereto set forth in the Annual Appropriation Ordinance is hereby amended by deleting Schedule GY and Schedule BX, and replacing them, as follows:

[Replacement Schedule GY and Schedule BX (effective July 1, 2024) referred to in this Section 2 printed on pages 13128 and 13129 of this *Journal*.]

SECTION 3. The Classification and Pay Plan and the Salary Schedules thereto set forth in the Annual Appropriation Ordinance is hereby amended by inserting Schedule PX and Schedule LX as follows:

[Schedule PX and Schedule LX (effective July 1, 2024) referred to in this Section 3 printed on page 13130 of this *Journal*.]

SECTION 4. Following due passage and approval, this resolution shall be effective July 1, 2024.

**GY: Salary Schedule For Non-Represented Employees/Technical Services Salary Plan.  
Effective Date July 1, 2024.**

CLASS GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	ENTRANCE RATE FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	MAXIMUM RATE
1 ANNUAL MONTHLY	\$41,112	\$43,164	\$45,216	\$47,460	\$49,992	\$52,356	\$55,068	\$58,308
1 ANNUAL MONTHLY	\$3,426.00	\$3,597.00	\$3,768.00	\$3,955.00	\$4,166.00	\$4,363.00	\$4,589.00	\$4,859.00
2 ANNUAL MONTHLY	\$45,216	\$47,460	\$49,992	\$52,356	\$55,068	\$57,732	\$60,884	\$64,356
2 ANNUAL MONTHLY	\$3,798.00	\$3,955.00	\$4,166.00	\$4,363.00	\$4,589.00	\$4,811.00	\$5,057.00	\$5,363.00
3 ANNUAL MONTHLY	\$49,992	\$52,356	\$55,068	\$57,732	\$60,884	\$63,708	\$66,652	\$70,968
3 ANNUAL MONTHLY	\$4,166.00	\$4,363.00	\$4,589.00	\$4,811.00	\$5,057.00	\$5,308.00	\$5,571.00	\$5,914.00
4 ANNUAL MONTHLY	\$55,068	\$57,732	\$60,884	\$63,708	\$66,652	\$70,272	\$73,800	\$78,168
4 ANNUAL MONTHLY	\$4,589.00	\$4,811.00	\$5,057.00	\$5,309.00	\$5,571.00	\$5,856.00	\$6,150.00	\$6,514.00
5 ANNUAL MONTHLY	\$60,884	\$63,708	\$66,652	\$70,272	\$73,800	\$77,400	\$81,472	\$83,580
5 ANNUAL MONTHLY	\$5,057.00	\$5,309.00	\$5,571.00	\$5,856.00	\$6,150.00	\$6,450.00	\$6,706.00	\$6,965.00
6 ANNUAL MONTHLY	\$66,652	\$70,272	\$73,800	\$77,400	\$81,472	\$82,752	\$86,520	\$91,356
6 ANNUAL MONTHLY	\$5,571.00	\$5,856.00	\$6,150.00	\$6,450.00	\$6,706.00	\$6,896.00	\$7,210.00	\$7,613.00
7 ANNUAL MONTHLY	\$73,800	\$77,400	\$81,472	\$82,752	\$86,520	\$90,444	\$94,500	\$99,660
7 ANNUAL MONTHLY	\$6,150.00	\$6,450.00	\$6,706.00	\$6,896.00	\$7,210.00	\$7,537.00	\$7,875.00	\$8,305.00
8 ANNUAL MONTHLY	\$80,472	\$82,752	\$86,520	\$90,444	\$94,500	\$98,664	\$103,176	\$108,816
8 ANNUAL MONTHLY	\$6,706.00	\$6,896.00	\$7,210.00	\$7,537.00	\$7,875.00	\$8,222.00	\$8,598.00	\$9,068.00
9 ANNUAL MONTHLY	\$86,520	\$90,444	\$94,500	\$98,664	\$103,176	\$107,772	\$112,608	\$118,992
9 ANNUAL MONTHLY	\$7,210.00	\$7,537.00	\$7,875.00	\$8,222.00	\$8,598.00	\$8,981.00	\$9,384.00	\$9,916.00
10 ANNUAL MONTHLY	\$94,500	\$98,664	\$103,176	\$107,772	\$112,608	\$117,792	\$123,060	\$126,672
10 ANNUAL MONTHLY	\$7,875.00	\$8,222.00	\$8,598.00	\$8,981.00	\$9,384.00	\$9,816.00	\$10,255.00	\$10,556.00
11 ANNUAL MONTHLY	\$103,176	\$107,772	\$112,608	\$117,792	\$123,060	\$125,400	\$131,064	\$137,016
11 ANNUAL MONTHLY	\$8,598.00	\$8,981.00	\$9,384.00	\$9,816.00	\$10,255.00	\$10,450.00	\$10,922.00	\$11,418.00
12 ANNUAL MONTHLY	\$112,608	\$117,792	\$123,060	\$127,308	\$131,796	\$136,404	\$140,544	\$146,232
12 ANNUAL MONTHLY	\$9,384.00	\$9,816.00	\$10,255.00	\$10,699.00	\$11,136.00	\$11,567.00	\$11,912.00	\$12,186.00
13 ANNUAL MONTHLY	\$117,792	\$123,060	\$127,308	\$131,796	\$136,404	\$140,544	\$146,232	\$152,148
13 ANNUAL MONTHLY	\$9,816.00	\$10,255.00	\$10,699.00	\$11,136.00	\$11,567.00	\$11,912.00	\$12,186.00	\$12,679.00
14 ANNUAL MONTHLY	\$123,060	\$127,308	\$131,796	\$136,404	\$140,544	\$146,232	\$152,148	\$158,160
14 ANNUAL MONTHLY	\$10,255.00	\$10,699.00	\$11,136.00	\$11,567.00	\$11,912.00	\$12,186.00	\$12,679.00	\$13,180.00
15 ANNUAL MONTHLY	\$127,308	\$131,796	\$136,404	\$140,544	\$146,232	\$152,148	\$158,160	\$164,760
15 ANNUAL MONTHLY	\$10,699.00	\$11,136.00	\$11,567.00	\$11,912.00	\$12,186.00	\$12,679.00	\$13,180.00	\$13,730.00

BX: Salary Schedule For Non-Represented Employees.  
Effective Date July 1, 2024.

CLASS GRADE	BASE SALARY PLAN			INTERMEDIATE RATES					LONGEVITY RATES				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	
ENTRANCE RATE FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT INTER-MEDIATE RATE & 8 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT INTER-MEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT INTER-MEDIATE RATE & 14 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT INTER-MEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE		
1 ANNUAL MONTHLY	23,244	24,420	25,524	26,748	28,020	29,340	30,708	32,124	33,588	35,100	36,660	38,274	
2 ANNUAL MONTHLY	1,937	2,035	2,127	2,229	2,335	2,445	2,554	2,668	2,784	2,904	3,028	3,156	
3 ANNUAL MONTHLY	2,035	2,127	2,229	2,335	2,445	2,554	2,668	2,784	2,904	3,028	3,156	3,284	
4 ANNUAL MONTHLY	2,127	2,229	2,335	2,445	2,554	2,668	2,784	2,904	3,028	3,156	3,284	3,412	
5 ANNUAL MONTHLY	2,229	2,335	2,445	2,554	2,668	2,784	2,904	3,028	3,156	3,284	3,412	3,540	
6 ANNUAL MONTHLY	2,335	2,445	2,554	2,668	2,784	2,904	3,028	3,156	3,284	3,412	3,540	3,668	
7 ANNUAL MONTHLY	2,445	2,554	2,668	2,784	2,904	3,028	3,156	3,284	3,412	3,540	3,668	3,796	
8 ANNUAL MONTHLY	2,554	2,668	2,784	2,904	3,028	3,156	3,284	3,412	3,540	3,668	3,796	3,924	
9 ANNUAL MONTHLY	2,668	2,784	2,904	3,028	3,156	3,284	3,412	3,540	3,668	3,796	3,924	4,052	
10 ANNUAL MONTHLY	2,784	2,904	3,028	3,156	3,284	3,412	3,540	3,668	3,796	3,924	4,052	4,180	
11 ANNUAL MONTHLY	2,904	3,028	3,156	3,284	3,412	3,540	3,668	3,796	3,924	4,052	4,180	4,308	
12 ANNUAL MONTHLY	3,028	3,156	3,284	3,412	3,540	3,668	3,796	3,924	4,052	4,180	4,308	4,436	
13 ANNUAL MONTHLY	3,156	3,284	3,412	3,540	3,668	3,796	3,924	4,052	4,180	4,308	4,436	4,564	
14 ANNUAL MONTHLY	3,284	3,412	3,540	3,668	3,796	3,924	4,052	4,180	4,308	4,436	4,564	4,692	
15 ANNUAL MONTHLY	3,412	3,540	3,668	3,796	3,924	4,052	4,180	4,308	4,436	4,564	4,692	4,820	
16 ANNUAL MONTHLY	3,540	3,668	3,796	3,924	4,052	4,180	4,308	4,436	4,564	4,692	4,820	4,948	
17 ANNUAL MONTHLY	3,668	3,796	3,924	4,052	4,180	4,308	4,436	4,564	4,692	4,820	4,948	5,076	
18 ANNUAL MONTHLY	3,796	3,924	4,052	4,180	4,308	4,436	4,564	4,692	4,820	4,948	5,076	5,204	
19 ANNUAL MONTHLY	3,924	4,052	4,180	4,308	4,436	4,564	4,692	4,820	4,948	5,076	5,204	5,332	
20 ANNUAL MONTHLY	4,052	4,180	4,308	4,436	4,564	4,692	4,820	4,948	5,076	5,204	5,332	5,460	
21 ANNUAL MONTHLY	4,180	4,308	4,436	4,564	4,692	4,820	4,948	5,076	5,204	5,332	5,460	5,588	
22 ANNUAL MONTHLY	4,308	4,436	4,564	4,692	4,820	4,948	5,076	5,204	5,332	5,460	5,588	5,716	
23 ANNUAL MONTHLY	4,436	4,564	4,692	4,820	4,948	5,076	5,204	5,332	5,460	5,588	5,716	5,844	

*PX: Salary Schedule For Non-Represented Public Information Service Positions.  
Effective Date July 1, 2024.*

CLASS GRADE	STEP 1 12 MONTHS	STEP 2 12 MONTHS	STEP 3 12 MONTHS	STEP 4 12 MONTHS	STEP 5 12 MONTHS	STEP 6 12 MONTHS	STEP 7 12 MONTHS	STEP 8 12 MONTHS	STEP 9 MAXIMUM RATE
1 ANNUAL	\$116,820	\$123,504	\$129,492	\$135,120	\$139,500	\$143,064	\$146,088	\$148,704	\$151,020
1 MONTHLY	\$9,735	\$10,292	\$10,791	\$11,260	\$11,625	\$11,922	\$12,174	\$12,392	\$12,585
2 ANNUAL	\$108,060	\$114,240	\$119,784	\$124,982	\$129,036	\$132,336	\$135,132	\$137,556	\$139,692
2 MONTHLY	\$9,005	\$9,520	\$9,982	\$10,416	\$10,753	\$11,028	\$11,261	\$11,463	\$11,641
3 ANNUAL	\$99,960	\$105,672	\$110,796	\$115,620	\$119,364	\$122,412	\$124,992	\$127,236	\$129,216
3 MONTHLY	\$8,330	\$8,806	\$9,233	\$9,635	\$9,947	\$10,201	\$10,416	\$10,603	\$10,768

*LX: Salary Schedule For Non-Represented Legal Services Supervisory And Management Staff.  
Effective Date July 1, 2024.*

CLASS GRADE	STEP 1 12 MONTHS	STEP 2 12 MONTHS	STEP 3 12 MONTHS	STEP 4 12 MONTHS	STEP 5 12 MONTHS	STEP 6 12 MONTHS	STEP 7 12 MONTHS	STEP 8 12 MONTHS	STEP 9 MAXIMUM RATE
1 ANNUAL	\$159,624	\$179,412	\$191,004	\$199,224	\$205,584	\$210,804	\$215,196	\$219,012	\$222,372
1 MONTHLY	\$13,302	\$14,951	\$15,917	\$16,602	\$17,132	\$17,567	\$17,933	\$18,251	\$18,531
2 ANNUAL	\$148,548	\$167,880	\$179,412	\$187,236	\$193,476	\$198,564	\$202,872	\$206,592	\$209,880
2 MONTHLY	\$12,379	\$13,990	\$14,951	\$15,603	\$16,123	\$16,547	\$16,906	\$17,216	\$17,490
3 ANNUAL	\$129,936	\$146,376	\$156,000	\$162,816	\$168,120	\$172,440	\$176,088	\$179,412	\$182,064
3 MONTHLY	\$10,828	\$12,198	\$13,000	\$13,568	\$14,010	\$14,370	\$14,674	\$14,951	\$15,172

**COMMITTEE ON ECONOMIC, CAPITAL AND  
TECHNOLOGY DEVELOPMENT.**

---

REAPPOINTMENT OF MARK C. ANDERSON AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009560]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Mark C. Anderson as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009560), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mark C. Anderson as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF GREGORY C. CAMERON AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009559]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Gregory C. Cameron as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009559), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Gregory C. Cameron as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF KONSTANTINE DROSOS AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009562]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Konstantine Drosos as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009562), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Konstantine Drosos as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF KRISTIN A. DUNCAN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009557]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Kristin A. Duncan as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009557), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Kristin A. Duncan as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF BRIAN GROSSMAN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009563]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Brian Grossman as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009563), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Brian Grossman as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF LA VERNE O. MORRIS AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009564]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of La Verne O. Morris as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009564), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of La Verne O. Morris as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF RYAN G. SEGAL AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009558]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Ryan G. Segal as a member of Special Service Area Number 1-2015, the State Street Commission (A2024-0009558), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ryan G. Segal as a member of the State Street Commission (Special Service Area Number 1-2015) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF EVE J. MORAN AS MEMBER OF GREEK/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0009565]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Eve J. Moran as a member of Special Service Area Number 16, the Greek/Halsted Commission (A2024-0009565), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Eve J. Moran as a member of the Greek/Halsted Commission (Special Service Area Number 16) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF DAVID L. GASSMAN AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2024-0009566]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of David L. Gassman as a member of Special Service Area Number 18, the North Halsted Commission (A2024-0009566), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of David L. Gassman as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF SARA IZQUIERDO AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2024-0009567]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Sara Izquierdo as a member of Special Service Area Number 24, the Clark Street Commission (A2024-0009567), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Sara Izquierdo as a member of the Clark Street Commission (Special Service Area Number 24) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MEGAN SCHNEIDER GIL AS MEMBER OF LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2024-0009568]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Megan Schneider Gil as a member of Special Service Area Number 27, the Lakeview Commission (A2024-0009568), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Megan Schneider Gil as a member of the Lakeview Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF MICHAEL A. SCHUBA AS MEMBER OF LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2024-0009569]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Michael A. Schuba as a member of Special Service Area Number 27, the Lakeview Commission (A2024-0009569), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Michael A. Schuba as a member of the Lakeview Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF RICHARD H. TRUMBO AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2024-0009674]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Richard H. Trumbo as a member of Special Service Area Number 43, the Devon Avenue Commission (A2024-0009674), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Richard H. Trumbo as a member of the Devon Avenue Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JUDY M. ERWIN AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2024-0009570]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Judy M. Erwin as a member of Special Service Area Number 48, the Old Town Commission (A2024-0009570), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Judy M. Erwin as a member of the Old Town Commission (Special Service Area Number 48) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF CESAR CORONADO AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2024-0009571]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Cesar Coronado as a member of Special Service Area Number 54, the Sheridan Road Commission (A2024-0009571), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Cesar Coronado as a member of the Sheridan Road Commission (Special Service Area Number 54) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF KEITH R. BRANDENBURGER AS MEMBER OF 111<sup>TH</sup>/KEDZIE COMMISSION (SPECIAL SERVICE AREA NO. 55).

[A2024-0009572]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the reappointment of Keith R. Brandenburger as a member of Special Service Area Number 55, the 111<sup>th</sup>/Kedzie Commission (A2024-0009572), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed reappointment of Keith R. Brandenburger as a member of the 111<sup>th</sup>/Kedzie Commission (Special Service Area Number 55) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF LEROY BROWN, JR. AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0009573]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends *Approval* of the appointment of Leroy Brown, Jr. as a member of Special Service Area Number 61-2023, the Hyde Park Commission (A2024-0009573), introduced on May 22, 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 Mosley, the committee's recommendation was *Concurred In* and the said proposed appointment of Leroy Brown, Jr. 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

IMPOSITION OF TAX LEVY, APPROVAL OF JULY 1 THROUGH  
DECEMBER 31, 2024 BUDGET AND EXECUTION OF SERVICE  
PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 5.

[O2024-0009949]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, recommends passage of an ordinance authorizing the execution of a service agreement for Special Service Area Number 5, the Calumet Area Industrial Development Commission (O2024-0009949), directly introduced on June 4, 2024 by Commissioner Ciere Boatright, 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 Mosley, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time; and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance"), which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area, among other things: (i) yearly budgets based upon the costs of providing the Special Services; (ii) agreements between the City and an entity to serve as service provider (the "Service Provider") for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iii) budgets to be included in the Service Provider Agreement (the "Budgets"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") its Fiscal Year 2024 recommendations to the City Council; and

WHEREAS, On the date specified on Exhibit A hereto, the City Council enacted a certain ordinance (the "Fiscal Year 2024 Levy Ordinance") that, among other things, appropriated a sum necessary to provide the Special Services in and for the Area during 2024; and

WHEREAS, On the date specified on Exhibit A hereto, the City Council enacted a certain ordinance ("Fiscal Year 2024 Service Provider Agreement Ordinance") which authorized a Service Provider Agreement ("Initial 2024 Service Provider Agreement") necessary to provide the Special Services in and for the Area during 2024; and

WHEREAS, The current service provider, South Chicago Parents and Friends, Inc. ("Initial 2024 Service Provider"), is resigning effective July 1, 2024; and

WHEREAS, The Commission has heretofore prepared and transmitted to the Commissioner a recommendation to the City Council that Calumet Area Industrial Development Commission, an Illinois not-for-profit corporation, serve as the new Service Provider and that the City enter into a new Service Provider Agreement for the provision of Special Services to the Area from the beginning date set forth in Exhibit A hereof through not later than the ending date set forth in Exhibit A hereof; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement with the entity indicated on Exhibit A hereto as the Service Provider, for a term as described below, in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget for Fiscal Year 2024, as reduced to account for the prior provision of Special Services in the Area by the Initial 2024 Service Provider under the Initial 2024 Service Provider Agreement, shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the amounts shown in the Budget for Fiscal Year 2024, reduced as indicated above, to the Service Provider in consideration for the provision of the Special Services during the term of the Service Provider Agreement. The term of the Service Provider Agreement (the "Term") shall cover the period described on Exhibit A hereto. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 3. Enforceability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 5. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Special Service Area No. 5.*

Area	Levy Cap	Commission	Term	Service Provider
5	3.00 percent	Commercial Avenue	July 1, 2024 through December 31, 2024	Calumet Area Industrial Development Commission

Establishment Ordinance:

Date: December 11, 2013  
Journal pages: 69243 through 69330.

Amendments to Establishment Ordinance:

Date: November 21, 2017  
Journal pages: 62001 through 62007.

Fiscal Year 2024 Levy Ordinance:

Date: November 15, 2023  
Journal pages: 6760 through 6763.

Fiscal Year 2024 Service Provider Agreement Ordinance:

Date: January 24, 2024  
Journal pages: 8316 through 8319.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT  
10770 S. DOTY AVE.

[O2024-0009599]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 10770 South Doty Avenue (O2024-0009599), introduced on May 22, 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 Mosley, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, Ryan Companies US, Inc., a Minnesota corporation (the "Applicant"), intends to purchase from Pullman Realty LLC, an Illinois limited liability company, and Pullman Nassim LLC, an Illinois limited liability company (collectively, the "Current Owners"), certain real estate located generally at 10770 South Doty Avenue, Chicago, Illinois 60628, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant and the Current Owners intend to form a joint venture which will acquire the Subject Property and construct an approximately 160,025-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 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, or a to-be-formed entity owned by the Applicant and the Current Owners, 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 Lot 8, in Pullman Park -- Phase 5, being a resubdivision of Lot 2, in Pullman Park -- Phase 1, being a subdivision of part of the west half of Section 14, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 27, 2018 as Document Number 1823945063, being more particularly described as follows: beginning at the most northerly corner of said Lot 8; thence south 68 degrees, 24 minutes, 59 seconds east along the northeasterly line of said Lot 8, a distance of 922.83 feet to the most easterly corner of said Lot 8, also being a point on a southeasterly line of said Lot 8, said line also being the northwesterly line of South Doty Avenue; thence south 21 degrees, 35 minutes, 01 second west along said line, 330.42 feet to the most easterly corner of Lot 9 in said Pullman Park -- Phase 5; thence north 68 degrees, 24 minutes, 59 seconds west along the northeasterly line of said Lot 9, a distance of 205.00 feet to the most northerly corner of said Lot 9, also being a point on a northwesterly line of said Lot 9; thence north 21 degrees, 35 minutes, 01 second east along said northwesterly line, 16.50 feet; thence north 68 degrees, 24 minutes, 59 seconds west perpendicular to the last course, 272.23 feet; thence south 21 degrees, 38 minutes, 33 seconds west, 53.29 feet to a point of curvature; thence southwesterly, 28.20 feet along

the arc of a tangent circle to the right, having a radius of 17.96 feet and whose chord bears south 66 degrees, 37 minutes, 13 seconds west, 25.39 feet to a point of tangency; thence north 68 degrees, 24 minutes, 08 seconds west, 215.76 feet; thence south 21 degrees, 35 minutes, 01 second west, 86.02 feet to a point of curvature; thence southwesterly, 96.21 feet along the arc of a tangent circle to the right, having a radius of 160.81 feet and whose chord bears south 38 degrees, 43 minutes, 25 seconds west, 94.79 feet to a point of tangency; thence south 55 degrees, 51 minutes, 49 seconds west, 27.21 feet to a point of curvature; thence southwesterly, 41.86 feet along the arc of a tangent circle to the left, having a radius of 109.69 feet and whose chord bears south 44 degrees, 55 minutes, 54 seconds west, 41.61 feet to a point of compound curvature; thence southwesterly, 51.64 feet along the arc of a tangent circle to the left, having a radius of 238.34 feet and whose chord bears south 27 degrees, 47 minutes, 34 seconds west, 51.54 feet to a point of tangency; thence south 21 degrees, 35 minutes, 09 seconds west, 199.89 feet to a point of curvature; thence southwesterly, 12.57 feet along the arc of a tangent circle to the right, having a radius of 8.00 feet and whose chord bears south 66 degrees, 35 minutes, 05 seconds west, 11.31 feet to a point of tangency, said point being on a southwesterly line of said Lot 8, said line also being the northeasterly line of Lot 3 in Pullman Park – Phase 1 recorded July 19, 2011 as Document Number 1120029049; thence north 68 degrees, 24 minutes, 59 seconds west along said line, 138.50 feet to a point on the northwesterly line of said Lot 8; thence north 21 degrees, 35 minutes, 01 seconds east along said northwesterly line, 881.50 feet to the point of beginning in Cook County, Illinois, containing 409,399 square feet or 9.398 acres, more or less.

Common Address:

10770 South Doty Avenue  
Chicago, Illinois 60628.

Permanent Real Estate Tax Index Number (PIN)  
For The Subject Property:

25-14-301-001-0000.

Note: PIN includes the Subject Property and other land. The Subject Property has been assigned an address of 10770 South Doty Avenue by the City of Chicago. The Applicant will apply for a PIN division to designate the Subject Property as a separate PIN.

*Exhibit "B".*  
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement  
With Ryan Companies US, Inc.*

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 the 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)	[Ryan Companies US, Inc., a Minnesota Business Corporation]
Project (3.01)	Developer intends to purchase the Property and construct an approximately 160,025 square foot industrial building on the Property.
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	October 1, 2024
Completion Date (3.01)	October 1, 2025
Facility (3.04)	The approximately 160,025 square foot industrial building located on the Property
Minimum Project Investment (3.04)	\$27,236,760, see Project Budget
Certificate Deadline (5.03)	[TWO YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	If to the Developer: Ryan Companies US, Inc., 224 N. Des Plaines, 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.

**[RYAN COMPANIES US, INC.,  
A Minnesota corporation]**

By:

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Ciere Boatright  
Commissioner 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 \_\_\_\_\_ ("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 Ciere Boatright, personally known to me to be the Commissioner of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/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 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 any existing lease with Tenant evidencing that Tenant has leased the Property. In addition, Developer agrees to provide any such leases that are executed subsequent to the Agreement Date to the City within thirty days of its execution.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 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, 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 the Project, or to cause any Tenant to operate the Project, 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 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 throughout 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 or the Facility.

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 Ryan Companies US, Inc. constitutes Exhibit "A" to ordinance and printed on pages 13155 and 13156 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Ryan Companies US, Inc., read as follows:

*(Sub)Exhibit "B".*  
 (To Tax Incentive Classification Redevelopment Agreement  
 With Ryan Companies US, Inc.)

*MBE/WBE Budget.*

Minimum Project Investment:	\$ 27,236,760
Hard Construction Costs:	19,300,633
M/WBE Targets:	
MBE	5,018,164 (26 percent)
WBE	1,158,037 (6 percent)
Total M/WBE Budget:	\$ 6,176,201

*(Sub)Exhibit "C".*  
 (To Tax Incentive Classification Redevelopment Agreement  
 With Ryan Companies US, Inc.)

*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 Ryan Companies US, Inc.)

*Annual Compliance Report.*

[Ryan Companies US, Inc.]

Tax Incentive Classification Redevelopment 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, Ryan Companies US, Inc. ("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 fifty percent (50%) 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.

\_\_\_\_\_  
[Ryan Companies US, Inc.]

\_\_\_\_\_  
[Insert Date]

*(Sub)Exhibit "E".*  
(To Tax Incentive Classification Redevelopment Agreement  
With Ryan Companies US, Inc.)

*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 C TAX INCENTIVE FOR PROPERTY AT  
4121 AND 4155 -- 4157 S. PACKERS AVE.

[O2024-0009576]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, June 4, 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 June 4, 2024, having had under consideration an ordinance in support of a Cook County Class C tax incentive for the property at 4121 and 4155 -- 4157 South Packers Avenue (O2024-0009576), introduced on May 22, 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 Mosley, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and is 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 Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification 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, and which is used primarily for industrial or commercial purposes; and

WHEREAS, The City, consistent with the Classification Ordinance, desires to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Oscar (IL) LLC, a Delaware limited liability company (the "Applicant"), owns certain real estate located generally at 4121 South Packers Avenue and 4155 -- 4157 South Packers Avenue, Chicago, Illinois 60609 (together, the "Subject Property"), as described on Exhibit A hereto; and

WHEREAS, The Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, Neither the Applicant nor the Applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, The Applicant leases the Development (as defined herein) to Lakeshore Recycling Systems LLC, a Delaware limited liability company (the "Tenant"); and

WHEREAS, The Tenant has undertaken environmental remediation at the Subject Property and received a No Further Remediation Letter from the Illinois Environmental Protection Agency's Site Remediation Program, dated September 8, 2023 (the "NFR Letter"); and

WHEREAS, The costs of remediating the Contamination exceeded \$100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to encourage industrial development by supporting real estate tax incentives for the remediation of contaminated properties for the improvement of the health and safety of City residents and potential increase of the County's tax base and employment opportunities; and

WHEREAS, The Tenant has improved the Subject Property through the construction of an approximately 139,446 square foot new recycling facility that consists of 41,902 square feet dedicated to construction and demolition debris recycling; 31,768 square feet dedicated to municipal solid waste transfer; 49,645 square feet dedicated to single-stream curbside recycling; and 14,505 square feet of warehouse space (the "Development"); and

WHEREAS, The Tenant uses the Development for industrial/manufacturing purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Applicant has filed an application for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; and

WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the operations of the Development to occur and that the municipality supports and consents to the Class C classification; 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 C classification is necessary for the operations of the Development.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the Classification Ordinance, has been received and filed by the City.

SECTION 5. The City Clerk of the City is authorized and hereby directed 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 C application to be filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 6. 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 7. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

Legal Description (4121 South Packers Avenue):

That part of the east half of the northwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the southwest corner of Lot 2 in the subdivision of Block 1 in Packer's Addition to Chicago, according to the plat thereof recorded November 30, 1883, as Document Number 511030; thence north 01 degree, 22 minutes, 44 seconds west along the east line of South Packers Avenue, 429.95 feet to a point on the easterly extension of the south line of Lot 7 in Packer's Fourth Addition, according to the plat thereof recorded July 25, 1877, as Document Number 144039; thence south 88 degrees, 31 minutes, 26 seconds west along said extension, 100.00 feet to the west line of South Packers Avenue; thence north 1 degree, 22 minutes, 44 seconds west along said west line, 209.30 feet; thence north 86 degrees, 52 minutes, 44 seconds west along a line forming an angle from north to northwest of 85 degrees, 30 minutes with said west line of South Packers Avenue, 66.55 feet to a point of curvature; thence northwesterly along a curve convex to the southwest and having a radius of 652.95 feet and a 42.06 foot chord bearing north 85 degrees, 58 minutes, 24 seconds west, an arc distance of 42.07 feet to a line that is 108.22 feet west of and parallel with said west line of South Packers Avenue; thence north 1 degree, 22 minutes, 44 seconds west along said parallel line, 128.57 feet to a line that is 25.00 feet south of and parallel with the north line of land conveyed to the Allerton Packing Company by deed dated September 25, 1875; thence north 88 degrees, 35 minutes, 10 seconds east along said parallel line, 108.22 feet to said west line of South Packers Avenue; thence north 1 degree, 22 minutes, 44 seconds west along said west line, 254.28 feet to the south line of land conveyed by deed dated November 26, 1875, and recorded February 11, 1876, as Document Number 71660;

thence easterly along said south line, being a curve convex to the north and having a radius of 2,125.00 feet and a 100.36 foot chord bearing south 86 degrees, 30 minutes, 54 seconds east, an arc distance of 100.37 feet to the east line of South Packers Avenue; thence south 1 degree, 22 minutes, 44 seconds east along said east line, 5.68 feet; thence southeasterly, along a curve convex to the northeast and having a radius of 540.00 feet and a 398.89 foot chord bearing south 54 degrees, 16 minutes, 46 seconds east, an arc distance of 408.56 feet to a point of tangency; thence south 32 degrees, 36 minutes, 15 seconds east, 33.72 feet to a point of curvature; thence southeasterly, along a curve convex to the northeast and having a radius of 463.34 feet and a 248.54 foot chord bearing south 17 degrees, 02 minutes, 49 seconds east, an arc distance of 251.62 feet to a point of tangency on a line that is 7.00 feet east of and parallel with the east line of Lot 1 in the aforesaid subdivision of Block 1 in Packer's Addition to Chicago; thence south 1 degree, 29 minutes, 23 seconds east along said parallel line, 506.67 feet to a point on the easterly extension of the south line of said Lot 1; thence south 88 degrees, 25 minutes, 34 seconds west along said extension and the south line of said Lots 1 and 2, 403.74 feet to the point of beginning; in Cook County, Illinois.

Legal Description (4155 -- 4157 South Packers Avenue).

Parcel 1:

That part of the east 239.90 feet of lot or Block 3 in Packer's Addition to Chicago, being a subdivision of the east part of the south half of the northwest quarter of Section 5, and part of the west 15 acres of the northeast quarter of the northwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, lying north of a line extended westwardly from a point on the east line of said lot or Block 3, which is 140.84 feet south from the northeast corner of said lot or Block 3 to a point on the west line of said east, 239.90 feet of lot or Block 3, which is 140.47 feet south from the north line of said lot or Block 3, (excepting therefrom the north 50.00 feet of said east, 239.90 feet of said lot or Block 3), in Cook County, Illinois.

Parcel 2:

That part of the east 239.90 feet of lot or Block 3 in Packer's Addition to Chicago, being a subdivision of the east part of the south half of the northwest quarter of Section 5, and part of the west 15 acres of the northeast quarter of the northwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of a line extended westwardly from a point on the east line of said lot or Block 3, which is 140.84 feet south from the northeast corner of said lot or Block 3 to a point on the west line of said east, 239.90 feet of lot or Block 3, which is 140.47 feet south from the north line of said lot or Block 3, except, however, the following land: commencing at a point on the east line of lot or Block 3, 99.0 feet north of the southeast corner thereof; thence west along a line parallel with the south line of said lot or Block 3, a distance of 44.0 feet;

thence north parallel with the east line of said lot or Block 3, a distance of 10.0 feet; thence west along a line parallel with the south line of said lot or Block 3, a distance of 39.50 feet; thence south along a line parallel with the east line of said lot or Block 3, a distance of 24.0 feet; thence west long a line parallel with the south line of said lot or Block 3, a distance of 156.40 feet to a point on the west line of the east, 239.90 feet of said lot or Block 3; thence south along said west line, 85.0 feet to a point in the south line of said lot or Block 3; thence east along said south line, 239.90 feet to the southeast corner of said Lot 3 or Block 3; thence north along the east line of said lot or Block 3, 99.0 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

Lot or Block 3 except the south 85.00 feet thereof and except the east 239.90 feet thereof, in Packer's Addition to Chicago, being a subdivision of the east part of the south half of the northwest quarter of Section 5, and part of the west 15 acres of the northeast quarter of the northwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses Commonly Known As:

4121 South Packers Avenue and 4155 -- 4157 South Packers Avenue  
Chicago, Illinois 60609.

Permanent Real Estate Tax Index Numbers (PINs):

20-05-102-011-0000;	20-05-106-003-0000;
20-05-102-012-0000;	20-05-106-006-0000;
20-05-102-019-0000;	20-05-106-007-0000;
20-05-102-023-0000;	20-05-106-008-0000;
20-05-102-024-0000;	20-05-500-002-0000;
20-05-102-025-0000;	20-05-110-006-0000;
20-05-102-027-0000;	20-05-110-009-0000; and
20-05-102-046-0000;	20-05-110-012-0000.
20-05-106-001-0000;	

**COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.**

---

AMENDMENT OF CHAPTER 2-31 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-31-043 REQUIRING COMMISSIONER OF STREETS AND SANITATION AND CHIEF SUSTAINABILITY OFFICER TO JOINTLY PREPARE AND PRESENT "KEEP CHICAGO CLEAN" PUBLIC SERVICE ADVERTISING CAMPAIGN PROPOSAL TO COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

[SO2023-0002249]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, May 29, 2024.

*To the President and Members of the City Council:*

Your Committee on Environmental Protection and Energy, having had under consideration a substitute ordinance (SO2023-0002249) concerning the Chief Sustainability Officer being directed to prepare and present "Keep Chicago Clean" public service advertising campaign proposal to the Committee on Environmental Protection and Energy, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The amendment was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on May 29, 2024.

Sincerely,

(Signed) MARIA E. HADDEN,  
*Chair.*

On motion of Alderperson Hadden, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 2-31 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-31-045, as follows:

2-31-045 Keep Chicago Clean.

The Commissioner of Streets and Sanitation and the Chief Sustainability Officer shall jointly prepare and present to the Committee on Environmental Protection and Energy, or any committee that succeeds it, a proposal for a public service advertising campaign to reduce littering in the City, to be known as "Keep Chicago Clean".

Such proposal shall include, at a minimum:

1. The target audience of the campaign;
2. Concepts, themes, and communication methods the campaign should use;
3. A proposed budget to launch or continue the campaign;
4. How the various City departments and sister agencies can work together to implement and support the campaign, including whether any intergovernmental agreements would be necessary to implement the campaign;
5. A timeline to implement the campaign and the proposed duration of the campaign;  
and
6. Metrics to measure the success of the campaign.

SECTION 2. The initial Keep Chicago Clean proposal shall be presented to the Committee on Environmental Protection and Energy no later than October 1, 2024.

SECTION 3. This ordinance shall take effect upon passage and publication.

**COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.****APPOINTMENT OF BERNETTA D. BUSH AS MEMBER OF BOARD OF ETHICS.  
[A2024-0009552]**

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Ethics and Government Oversight, for which a meeting was held on June 6, 2024 to consider the appointment of Bernetta D. Bush as a member of the Board of Ethics (A2024-0009552), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,  
*Chair.*

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Bernetta D. Bush as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## APPOINTMENT OF SARAH JIN AS MEMBER OF BOARD OF ETHICS.

[A2024-0009553]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Ethics and Government Oversight, for which a meeting was held on June 6, 2024 to consider the appointment of Sarah Jin as a member of the Board of Ethics (A2024-0009553), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,  
*Chair.*

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Sarah Jin as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

*Action Deferred* -- AMENDMENT OF SECTION 2-156-445 OF MUNICIPAL CODE PROHIBITING LOBBYISTS FROM MAKING DIRECT OR IN-KIND CONTRIBUTIONS TO MAYOR OR MAYORAL POLITICAL COMMITTEE.

[SO2024-0009664]

The Committee on Ethics and Government Oversight submitted the following report which was, at the request of Alderperson Sposato and Alderperson Taliaferro, *Deferred* and ordered published:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Ethics and Government Oversight, for which a meeting was held on June 6, 2024, having under consideration an amendment of Municipal Code Section 2-156-445 prohibiting lobbyists from making direct or in-kind contributions to mayor or mayoral political committee (SO2024-0009664), begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with one dissenting vote.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,  
*Chair.*

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 2-156-445 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-156-445 Limitation Of Contributing To Candidates And Elected Officials.

(a) No person who has done business with the City, or with the Chicago Transit Authority, Chicago Board of Education, Chicago Park District, Chicago City Colleges, Chicago Housing Authority, Chicago Public Building Commission, or Metropolitan Pier and Exposition Authority within the preceding four reporting years, or who is seeking to do business with the City or with any of the other aforementioned entities, ~~and no lobbyist registered with the Board of Ethics~~ shall make contributions in an aggregate amount

exceeding \$1,500.00: (i) to any candidate for City office during a reporting year; or (ii) to an elected official of the government of the City during any reporting year of the official's term; or (iii) during a reporting year, to any official or employee of the City who is seeking election to any other office. No lobbyist, or any person in which a lobbyist has an ownership interest of more than 7.5 percent and for whom the lobbyist has lobbied on behalf of in the 12 months prior to the date of the contribution, shall: (i) make a direct or in-kind contribution in any amount to the Mayor or to the Mayor's authorized political committee, or to any candidate for Mayor or that candidate's authorized political committee; and (ii) make contributions in an aggregate amount exceeding \$1,500.00: (A) to any candidate for City office during a reporting year; (B) to an elected official of the government of the City during any reporting year of the official's term; or (C) during a reporting year, to any official or employee of the City who is seeking election to any other office. For purposes of this section, all contributions to a candidate's authorized political committees shall be considered contributions to the candidate. A reporting year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. For purposes of this subsection only "seeking to do business" means: (i) the definition set forth in Section 2-156-010(x); or (ii) any matter that was pending before the City Council or any City Council Committee in the six months prior to the date of the contribution or any matter that will be pending before the City Council or any City Council Committee in the six months after the date of the contribution, if that matter involved the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the creation of tax increment financing districts, concession agreements, or the establishment of a Class 6(b) Cook County property tax classification.

(Omitted text is not affected by this ordinance.)

(d) Any Except as otherwise provided in this subsection (d), any person who solicits, accepts, offers, or makes a financial contribution that violates the limits set forth in this section shall be subject to the penalty provided in Article VII of this Chapter; provided, however, such person shall not be deemed in violation of this section if such person returns or requests in writing the return of such financial contribution within 10 calendar days of the recipient's or contributor's knowledge of the violation. Notwithstanding the foregoing, any lobbyist, or any person in which a lobbyist has an ownership interest of more than 7.5 percent and for whom the lobbyist has lobbied on behalf of in the 12 months prior to the date of the contribution, that makes a contribution to the Mayor or the Mayor's authorized political committee, or to any candidate for Mayor or that candidate's authorized political committee, shall be subject to the following penalties: (i) the penalty for the first such violation shall be as provided in Article VII of this chapter; provided, however, such person shall not be deemed in violation of this section if such person returns or requests in writing the return of such financial contribution within 10 calendar days of the recipient's or contributor's knowledge of the violation; and (ii) the penalty for each subsequent violation, regardless of whether the contribution for the first such violation was returned or a request to return was made, shall be as provided in Article VII of this chapter and the lobbyist's lobbyist registration shall be suspended for 90 calendar days.

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

**COMMITTEE ON HOUSING AND REAL ESTATE.**

---

ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS TO 1237 N. CALIFORNIA 9PCT HHDC L.P. FOR AFFORDABLE HOUSING DEVELOPMENT AT 1237 N. CALIFORNIA AVE.

[O2024-0009595]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Housing for the issuance of multi-family housing loan bonds to 1237 N. California 9PCT HHDC L.P. for affordable housing development at 1237 North California Avenue (26<sup>th</sup> Ward) (O2024-0009595), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-family Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to 1237 N. California 9PCT HHDC L.P., an Illinois limited partnership (the "Borrower"), of which 1237 N. California GP LLC, an Illinois limited liability company (the "General Partner"), is the General Partner, in an amount not to exceed \$8,706,747 (the "Loan"), to be funded from Multi-family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of DOH (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Project.

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.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Loan And Additional Financing Terms.*

Borrower:	1237 N. California 9PCT HHDC L.P., an Illinois limited partnership.
Project:	Acquisition and construction of a multi-family rental building located at 1237 North California Avenue, Chicago, Illinois to contain approximately 40 affordable residential housing units. All 40 units will be at or below 80 percent Area Median Income.
Loan:	Source: Multi-Family Program Funds.
	Amount: Not to exceed \$8,706,747.
	Term: 40 years plus construction period, or another term acceptable to the Authorized Officer.
	Interest: Zero percent (0%) per annum, or another rate acceptable to the Authorized Officer.
	Security: Non-recourse loan; second lien mortgage on the Property ("City Mortgage").

**Additional Financing:****1. Senior Construction Loan**

**Amount:** \$13,300,000 or another amount acceptable to the Authorized Officer ("Senior Construction Loan").

**Term:** 17 years or another term acceptable to the Authorized Officer.

**Source:** Merchants Bank of Indiana or another source acceptable to the Authorized Officer.

**Interest:** 7.50 percent, or another rate acceptable to the Authorized Officer.

**Security:** Mortgage on the Property ("Senior Construction Mortgage") senior to the lien of the City Mortgage.

**2. Senior Permanent Loan**

**Amount:** \$3,604,000, or another amount acceptable to the Authorized Officer ("Senior Permanent Loan").

**Term:** 40 years or another term acceptable to the Authorized Officer.

**Source:** Merchants Capital Corp., Freddie Mac, or another source acceptable to the Authorized Officer.

**Interest:** 7.50 percent or another rate acceptable to the Authorized Officer.

**Security:** Mortgage on the property ("Senior Permanent Mortgage") senior to the lien of the City Mortgage; during construction, a delivery assurance mortgage on the Property junior to the lien of the City Mortgage.

## 3. IHDA HTF Loan

Amount: Not to exceed \$2,978,954.

Source: Illinois Housing Development Authority.

Term: 40 years plus construction period or another term acceptable to the Authorized Officer.

Interest: Zero percent.

Security: Mortgage on the property ("IHDA Mortgage") junior to the lien of the Senior Mortgage and the City Mortgage.

## 4. Seller Note

Amount: Not to exceed \$190,000.

Source: 1237 N. California HHDC LLC or Hispanic Housing Development Corporation or another source acceptable to the Authorized Officer.

Term: 40 years plus construction period or another term acceptable to the Authorized Officer.

Interest: The long-term applicable federal rate as published by the United States Internal Revenue Service from time to time, compounding annually, or another rate acceptable to the Authorized Officer.

Security: Mortgage on the Property junior to the lien of the Senior Mortgage, the City Mortgage, and the IHDA Mortgage.

## 5. Com Ed Affordable Energy Grant Proceeds Loan

Amount: Not to exceed \$175,000.

Source: Hispanic Housing Development Cooperation, from funds made available under the ComEd Energy Efficiency Program.

Term: 40 years plus construction period or another term acceptable to the Authorized Officer.

Interest: 7.50 percent or another rate acceptable to the Authorized Officer.

Security: A mortgage on the Property subordinate to the lien of the Senior Mortgage, the City Mortgage and the IHDA Mortgage or other security acceptable to the Authorized Officer.

6. Low-Income Housing Tax Credits

Amount: Approximately \$14,273,034 or such other amount to which the Authorized Officer may consent, all or a portion of which may be paid in on a delayed basis, and used, among other purposes, to retire all or a portion of the Senior Construction Loan.

Source: To be derived from the syndication of approximately \$1,631,367 annual LIHTC allocation by the City.

7. General Partner Equity

Amount: Approximately \$100 or such other greater amount acceptable to the Authorized DOH Officer.

Source: General Partner. Or such other source acceptable to the Authorized DOH Officer.

8. Deferred Developer Fee

Amount: \$775,000 or such other amount acceptable to the Authorized Officer.

Source: Developer Fee.

SALE OF CITY-OWNED PROPERTY AT 4204, 4208, 4210, 4218 -- 4230 AND 4232 W. LAKE ST. TO AND EXECUTION OF PURCHASE AND REMEDIATION AGREEMENT WITH LAKE KEELER LLC FOR CONSTRUCTION OF INDUSTRIAL BUILDING.

[O2024-0009590]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 4204, 4208, 4210, 4218 -- 4230 and 4232 West Lake Street to Lake Keeler LLC for construction of industrial building (28<sup>th</sup> Ward) (O2024-0009590), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 an ordinance adopted by the City Council of the City of Chicago (the "City Council") on December 2, 1998 and published at pages 86361 through 86396 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Original Redevelopment Plan") for the Northwest Industrial Corridor Tax Increment Financing 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 "TIF Act"); (ii) designated the Original Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Original Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Original Redevelopment Plan; and

WHEREAS, The City Council amended the Original Redevelopment Plan and the Original Redevelopment Area by ordinances adopted on: (i) May 12, 2010; (ii) November 8, 2017; (iii) October 26, 2022; and (iv) September 14, 2023 (as amended, the "Redevelopment Plan" and the "Redevelopment Area"); and

WHEREAS, The City owns parcels of vacant land located at 4204, 4208, 4210, 4218 -- 4230, and 4232 West Lake Street, Chicago Illinois, which are legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Redevelopment Area and consists of approximately 49,000 square feet; and

WHEREAS, Lake Keeler LLC ("Purchaser") owns the parcels of real property adjacent to the Property at 4202, 4206 and 4216 West Lake Street ("Adjacent Property"); and

WHEREAS, The Purchaser has submitted a proposal to the Department of Planning and Development ("DPD") to purchase the Property for \$196,000 (the "Purchase Price") and consolidate it with the Adjacent Property to construct an industrial building ("Project"); and

WHEREAS, There is a history of manufacturing and other industrial use on the Property and the Property is contaminated from its prior uses; and

WHEREAS, The City has agreed to sell the Property to the Purchaser for the Purchase Price in consideration of the Purchaser's obligation to perform the Remediation Work as described in Exhibit B and construct the Project; and

WHEREAS, The Purchase Price represents the fair market valuation of the Property dated as of October 14, 2023; and

WHEREAS, The Project is consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, By Resolution Number 24-005-21, adopted on March 21, 2024, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 24-CDC-005, adopted on March 5, 2024, the Community Development Commission authorized DPD to advertise its intent to negotiate a sale of the Property with Purchaser and to request alternative proposals for redevelopment, and recommended the sale of the Property to Purchaser if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with Purchaser's proposal; and

WHEREAS, Public notices advertising DPD's intent to enter into a negotiated sale of the Property with Purchaser and requesting alternative proposals appeared in the *Chicago Tribune* on December 22, 2023, December 29, 2023 and January 5, 2024; and

WHEREAS, No other 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, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Purchaser for the Purchase Price is hereby approved. This approval is expressly conditioned upon the City entering into a Purchase and Remediation Agreement with the Purchaser in substantially the form attached hereto as Exhibit B. The Purchase Price shall be deposited into an escrow account (the "Escrow Account") to be held by a third-party title insurance company for purposes of funding Purchaser's Incremental Costs (as defined in the Purchase and Remediation Agreement), pursuant to a written joint order environmental escrow agreement in a form acceptable to DPD ("Escrow Agreement"). The commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase and Remediation Agreement, the Escrow Agreement, and such other documents as may be necessary or appropriate to carry out and comply with the provisions of such agreements and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing such documents. 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 3. The Mayor is hereby authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, a quitclaim deed ("Deed") conveying all right, title and interest of the City in and to the Property to Purchaser, or to a land trust of which Purchaser is the sole beneficiary, or to a business entity of which Purchaser is the sole controlling party.

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.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

*Legal Description Of Property.*

(Subject To Final Survey And Title Commitment)

Parcel 1:

Lot 81 in Resubdivision of Block 3 in West Chicago Land Company's subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:

4204 West Lake Street  
Chicago, Illinois 60624.

Property Index Number:

16-10-405-042-0000.

Parcel 2:

Lot 70 in Block 3 in resubdivision of Blocks 3,4,5,6,11 and 12 in West Chicago Land Company's subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois by West Chicago Land Company.

Commonly known as:

4208 West Lake Street  
Chicago, Illinois 60624.

Property Index Number:

16-10-405-040-0000.

Parcel 3:

Lots 77 and 78 in the resubdivision of Lot 3 in West Chicago Land Company's subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4210 West Lake, Chicago, Illinois.

Commonly known as:

4210 West Lake Street  
Chicago, Illinois 60624.

Property Index Number:

16-10-405-039-0000.

Parcel 4:

Lots 70 to 75 in Block 3 in the resubdivision of Blocks 3 to 6, 11 and 12 in West Chicago Land Company's subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4218 -- 4230 West Lake, Chicago, Illinois.

Commonly known as:

4218 -- 4230 West Lake Street  
Chicago, Illinois 60624.

Property Index Numbers:

16-10-405-035-0000;  
16-10-405-036-0000; and  
16-10-405-037-0000.

Parcel 5:

Lot 69 in Block 3 in the West Chicago Land Company's resubdivision of Blocks 3 to 6, 11 and 12 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:

4232 West Lake Street  
Chicago, Illinois 60624.

Property Index Numbers:

16-10-405-034-0000.

*Exhibit "B".*  
(To Ordinance)

*Purchase And Remediation Agreement.*

This **PURCHASE AND REMEDIATION AGREEMENT** ("Agreement") is made on or as of the \_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Lake Keeler, LLC, an Illinois limited liability company (the "Purchaser"), whose offices are located at 180 N. Stetson Avenue, Suite 3240, Chicago, Illinois 60601.

**RECITALS**

**WHEREAS**, the City owns the real property commonly known as 4204, 4208, 4210, 4218-30, and 4232 W Lake Street, Chicago, Illinois (the "Property"), which Property is legally described on Exhibit A attached hereto; and

**WHEREAS**, public notice advertising the City's intent to sell the Property and seeking development proposals appeared in the *Chicago Tribune* on December 22, 2023, December 29, 2023, and January 5, 2024; and

**WHEREAS**, the Purchaser was the sole bidder for the Property; and

**WHEREAS**, The Purchaser offered to purchase the Property for One Hundred Ninety-Six Thousand and 00/100 Dollars (\$196,000) (the "Purchase Price"); and

**WHEREAS**, the Purchaser wishes to construct an industrial building with two loading docks, one drive in door, and a surface parking lot with approximately thirty parking spaces (the "Project"); and

**WHEREAS**, the City has agreed to sell the Property to the Purchaser for the Purchase Price in consideration of the Purchaser's obligation to remediate the Property and construct the Project in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Purchase Price will be deposited in an environmental escrow account for the purpose of funding certain costs incurred by the Purchaser in the performance of the Remediation Work, as further described herein; and

**WHEREAS**, the City Council of the City of Chicago (the "City Council"), pursuant to an ordinance adopted on \_\_\_\_\_, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Purchaser, subject to the execution and delivery of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

**SECTION 2. DEFINITIONS.**

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

**"2FM"** means the City's Department of Fleet and Facility Management, and any successor department thereto.

**"Affiliate(s)"** when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any 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.

**"Agent(s)"** means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Purchaser or the Purchaser's contractors or Affiliates.

**"Approved Project Costs"** means the costs set forth in Schedule 4 of the Joint Order Escrow Agreement attached hereto as Exhibit B.

**"Commissioner"** means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

**"EDS"** means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

**"Effective Date"** means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Purchaser.

**"Environmental Documents"** means all reports, surveys, field data, correspondence and analytical results prepared by or for the Purchaser (or otherwise obtained by the Purchaser) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

**"Environmental Laws"** means any and all Laws relating 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., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 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 regulations promulgated under 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., and the common law, including, without limitation, trespass and nuisance.

"Equity" means funds of the Purchaser or an Affiliate of the Purchaser (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation as demonstrated by reasonable evidence of proof of available funds at Purchaser's control and accompanied by a statement that any such funds are committed to the Project.

"Final NFR Letter" means a final comprehensive commercial "No Further Remediation" letter issued by the IEPA approving the use of the Property for the development, construction and operation of the Project, in accordance with the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the Property meets remediation objectives for commercial properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to perform the Project.

"Lender Financing" means funds borrowed by the Purchaser from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all actual, out-of-pocket debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, 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, costs of investigation, 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.

**"Municipal Code"** means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

**"NFR Recording Date"** means the date on which the Purchaser records the Final NFR Letter with the Cook County Clerk's Office.

**"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.

**"Party(ies)"** means the City or the Purchaser, or both the City and Purchaser, as applicable.

**"Property"** is the Property legally described in Exhibit A.

**"Purchaser Party(ies)"** means the Purchaser, any Affiliate of the Purchaser, and the respective officers, directors, employees, Agents, successors and assigns of the Purchaser and the Purchaser's Affiliates.

**"RAP"** means the Remedial Action Plan document required by the IEPA in order to receive a final No Further Remediation Letter.

**"RAP Approval Letter"** means the written approval from the IEPA of the RAP.

**"RACR"** means the Remedial Action Completion Report required by the IEPA in order to receive a No Further Remediation Letter under the Site Remediation Program.

**"Remediation Work"** means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

**"Scope Drawings"** means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

**"SRP"** means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

“SRP Documents” means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation Report and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either Party pursuant to this Section 23.

“Survey” means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 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 any Purchaser parties 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 Project as required by the City or Lender(s) providing Lender Financing.

“TACO” means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

“Title Company” means Chicago Title Insurance Company.

“Title Policy” means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Purchaser as the named insured with respect to the Property.

“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.

### **SECTION 3. PURCHASE PRICE.**

3.1 The City hereby agrees to sell, and the Purchaser hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the Purchase Price, which will be paid by the Purchaser to the City at the Closing. Except as specifically provided herein to the contrary, the Purchaser shall pay all escrow fees and other title insurance fees and closing costs.

3.2 The Purchaser has deposited with the City a non-refundable (except in the case of City's default or as otherwise expressly stated herein) earnest money deposit in the amount of \$\_\_\_\_\_ (10% of the Purchase Price) (“Earnest Money”), 5% of which shall be credited against the Purchase Price at the Closing and the remaining 5% will be kept by the City as performance deposit. The City will pay no interest to the Purchaser on the Earnest Money. Whenever the Earnest Money is by the terms hereof to be disbursed by the Title Company, Seller and Purchaser agree promptly to execute and deliver such notice or notices as shall be necessary or, in the opinion of the Title Company, appropriate to authorize the Title Company to make such disbursement.

**SECTION 4. ENVIRONMENTAL ESCROW.**

At Closing, the Parties will deposit the Purchase Price (such amount, the "Joint Order Deposit") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit B (the "Joint Order Escrow Agreement"). The Purchaser will be entitled to draw from the Escrow Account as funds are expended for Approved Project Costs. Any funds remaining (included interest, if any) in the Escrow Account after either (i) the Purchaser completes the Remediation Work and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 4, or (ii) the Purchaser fails to complete the Remediation Work by the Project Completion Date (as defined in Section 13), as such date may be extended by the City in accordance with Section 13 ((i) and (ii), each referred to as an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition.

**SECTION 5. CLOSING.**

The transfer of the Property to the Purchaser (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than three (3) months after passage and approval of the Project Ordinance (the "Outside Closing Date"); provided, however, upon request by Purchaser DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

**SECTION 6. CONVEYANCE OF TITLE.**

6.1 Form of City Deed. The City shall convey the Property to the Purchaser by quitclaim deed ("Deed"), subject to those on-going covenants set forth in Section 19 below and, without limiting the quitclaim nature of the deed, the following:

- (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 as may exist; and
- (e) any and all exceptions caused by the acts of the Purchaser, its Affiliates or their Agents.

6.2 Recording. The Purchaser shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Purchaser.

**SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Purchaser shall obtain a commitment for an owner's policy of title insurance for the

Property, issued by the Title Company (the "Title Commitment"). The Purchaser shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements it deems necessary.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use, financiability, or insurability of the Property for the development of the Project, the Purchaser shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void and the Earnest Money shall be immediately returned to the Purchaser, and except as otherwise specifically provided herein, neither Party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement as aforesaid and proceeds to Closing, the Purchaser shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Purchaser shall obtain a Survey of the Property at the Purchaser's sole cost and expense and deliver a copy of the Survey to the City not less than ten (10) Business Days before the Closing.

## **SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.**

8.1 Plans and Specifications. The Purchaser has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. The Scope Drawings are attached hereto as Exhibit C. No material deviation from the Scope Drawings may be made without the prior written approval of DPD other than such minor variations as Purchaser may deem advisable. Not less than ten (10) Business Days prior to applying for its first building permit, the Purchaser shall submit to DPD for its reasonable approval the Final Plans for the Project, which shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. Excluding any building permits based on the Final Plans, which such building permits and Final Plans are expected to be issued and approved following the Closing Date, the Purchaser shall apply for all necessary permits and approvals from the applicable governmental authorities (e.g., City, FAA, Illinois Department of Transportation, and IEPA) ("Governmental Approvals") for the Project within three (3) months after passage and approval of the Project Ordinance, unless DPD, in its reasonable discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Purchaser shall submit all necessary documents to the City's Department of Buildings and such other City departments, or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. In the event the Purchaser does not receive Governmental Approvals within a reasonable period of time, as determined by DPD in its reasonable discretion, either Party may terminate this Agreement by delivery of written notice to the other, in which event this Agreement shall be deemed null and void and the Earnest Money shall be immediately returned to the Purchaser, and, except as otherwise specifically provided herein, neither Party shall have any further right, duty or obligation hereunder.

**SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.**

The Purchaser has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of \$5,954,016. The Purchaser hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the Closing Date, the Purchaser shall submit to DPD for its reasonable approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Purchaser has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Purchaser's Lenders, if any, and evidence of the Purchaser's ability to make an equity contribution in the amount of any gap in financing.

**SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey the Property to the Purchaser is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Purchaser has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Purchaser has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Purchaser shall simultaneously close all Lender Financing approved pursuant to Section 9.

10.3 Scope of Drawings. The Purchaser has submitted to DPD, and DPD shall have approved, any changes to the Scope of Drawings for the Project in accordance with the provisions of Section 8.1 hereof.

10.4 Governmental Approvals. The Purchaser has received all Governmental Approvals necessary, not including the building permit, to construct and operate the Project and has submitted evidence thereof to DPD.

10.5 SRP Enrollment. The Purchaser has enrolled the Property in the SRP.

10.6 Title. On the Closing Date, the Purchaser shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Purchaser as the named insured.

10.7 Survey. The Purchaser has furnished the City with a copy of the Survey.

10.8 Due Diligence. The Purchaser has submitted to the Corporation Counsel the following due diligence searches in its name and Lake Keeler, LLC, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;

- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Purchaser has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such entities, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.9 Legal Opinion. The Purchaser has submitted to the Corporation Counsel, and the Corporation Counsel has approved, an opinion of counsel in a form reasonably acceptable to the City of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement, the Reconveyance Deed (as defined below), and the Resolutions (as defined below).

10.10 Resolutions Authorizing Transaction. The Purchaser has submitted to the Corporation Counsel resolutions authorizing the Purchaser to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement (the "Resolutions").

10.11 Reconveyance Deed. On the Closing Date, the Purchaser shall deliver to the City a Reconveyance Deed in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 20, if applicable.

10.12 Organization and Authority Documents. The Purchaser has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement, as certified by the secretary of the corporation; resolutions authorizing the Purchaser to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.13 Reliance Letter. The Purchaser has submitted to DPD, and DPD has approved, one or more reliance letters authorizing the City to reply upon and use all Phase I and Phase II environmental site assessments of the Property and any addendums and updates thereto.

10.14 Economic Disclosure Statement. The Purchaser has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.15 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Purchaser in Section 24 and elsewhere in this Agreement shall be true and correct.

10.16 Other Obligations. On the Closing Date, the Purchaser shall have performed all of the other obligations required to be performed by the Purchaser under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Purchaser of at least thirty (30) days, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void, the Earnest Money shall be returned to the Purchaser, and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Purchaser satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## **SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Relocation of Utilities, Curb Cuts and Driveways. The Purchaser shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Purchaser's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services.

11.2 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times upon not less than forty-eight (48) hours' prior notice for the purpose of determining whether the Purchaser is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.3 Barricades and Signs. The Purchaser shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. With the Purchaser's prior approval, which approval shall not be unreasonably withheld, the City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Purchaser, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Purchaser shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The Purchaser shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.4 Governmental Approvals. The Purchaser shall diligently pursue issuance of, and once issued shall maintain, *all Governmental Approvals necessary to construct, complete and operate the Project.*

11.5 Survival. The provisions of this Section 11 shall survive the Closing.

**SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DPD or 2FM pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

**SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.**

The Purchaser shall commence physical work related to environmental remediation on the Property within nine (9) months following the Closing Date. The Purchaser shall obtain approval of Final Plans and obtain a building permit no later than thirty-two (32) months following the Closing Date. The Purchaser shall commence construction of the building for the Project within thirty-six (36) months following the Closing Date ("Project Commencement Date"). The Purchaser shall complete the Project, as evidenced by the issuance of a Certification of Completion, no later than twelve (12) months following the Project Commencement Date (the "Project Completion Date"); provided, however, DPD, in its reasonable discretion, may extend the Project commencement date and the Project Completion Date. The Purchaser shall give written notice to the City within five (5) days after it commences the environmental remediation as well as the construction of the building. The Purchaser shall construct the Project in accordance with this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

**SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.**

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Purchaser's written request, DPD shall issue to the Purchaser a certificate of completion for the Project ("Certificate of Completion") in recordable form certifying that the Purchaser has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Purchaser's written request shall include:

- (a) a copy of the certificate of occupancy (including temporary certificate of occupancy or equivalent approval) for the Project issued by the City's Department of Buildings; and
- (b) a copy of the recorded Final NFR Letter for the Property pursuant to Section 23 hereof.
- (c) an affidavit and compliance documents demonstrating that the Project meets the City's sustainable development policy goals.

14.2 Within forty-five (45) days after receipt of a written request by the Purchaser for a Certificate of Completion, the City shall provide the Purchaser with either the Certificate of Completion or a written statement indicating in adequate detail how the Purchaser has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Purchaser to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Purchaser shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in

recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Purchaser's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Purchaser 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. Nor shall the Certificate of Completion release the Purchaser from its obligation to comply with any on-going covenants as referenced in Section 19

14.3 Upon the issuance of the Certificate of Completion of Construction, the Purchaser will need to request a refund of the performance deposit from the City. The City will have forty-five (45) days to issue the refund.

#### **SECTION 15. RESTRICTIONS ON USE.**

The Purchaser, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Purchaser shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Purchaser shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

#### **SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.**

Prior to completion of all Remediation Work and applying for a Final NFR Letter for the Property, the Purchaser may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Purchaser; or (b) directly or indirectly assign this Agreement (other than to a Lender for collateral assignment purposes as permitted under Section 17 or to an Affiliate). In the event the Purchaser sells the Property before receiving the Final NFR Letter for the Property, Purchaser shall remain fully liable and responsible for obtaining such Final NFR Letter. The Purchaser acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Purchaser fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Purchaser is a business entity, no principal party of the Purchaser (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Purchaser must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Purchaser.

#### **SECTION 17. LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the issuance of the Certificate of Completion for the Project, the Purchaser may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be

limited to funds necessary to construct the Project. If any of the Purchaser's contractors, subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanics' Lien Act, 770 ILCS 60/1, et seq., against the Property on account of any of the work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, the Purchaser agrees to cause such liens and claims to be satisfied, insured or bonded over, removed or discharged within 30 days from the date of filing, provided that the City may extend the 30 day period if (i) the City determines that such lien claim cannot be so satisfied, removed, or discharged in such period and (ii) the Purchaser, in the City's reasonable determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged, or the Purchaser has posted a bond covering such liens or claims in an amount not less than 110% of such liens or claims. The City has the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Purchaser's sole cost, such cost to include reasonable legal fees and shall be reimbursable in full with interest from the date of payment at the rate set at 12% per annum.

#### **SECTION 18. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.**

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any Affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 19. If any such mortgagee or its Affiliate succeeds to the Purchaser's interest in the Property prior to issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

#### **SECTION 19. COVENANTS RUNNING WITH THE LAND.**

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), Section 23.4 (Environmental Remediation), and Section 23.6 (Release for Environmental Conditions), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Purchaser and its respective successors and assigns (subject to the limitation set forth in Section 18 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.2	Non-Discrimination	No limitation as to time

§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§23.3	Environmental Remediation	Upon issuance of Certificate of Completion
§23.4	Environmental Release	No limitation as to time

## **SECTION 20. PERFORMANCE AND BREACH.**

20.1 Time of the Essence. Time is of the essence in the Purchaser's performance of its obligations under this Agreement.

20.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Purchaser to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Purchaser under this Agreement;

(b) the making or furnishing by the Purchaser of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, 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 the Purchaser or the liquidation or reorganization of the Purchaser, or alleging that the Purchaser is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Purchaser'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 the Purchaser; 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 Purchaser, for any substantial part of the Purchaser's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Purchaser; 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 Purchaser which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(g) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period; and

(h) the dissolution of the Purchaser.

**20.3 Cure.** If the Purchaser defaults in the performance of its obligations under this Agreement, the Purchaser shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Purchaser promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 5 (with respect to Outside Closing Date), Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Sale or Transfer of Property) and Section 17 (Limitation Upon Encumbrance of Property).

**Default Prior to Closing.** If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement and retain the Earnest Money as liquidated damages. The Parties have agreed that Seller's actual damages, in the event of such a default by Purchaser, would be extremely difficult or impractical to determine, but that said amount would be a reasonable estimate.

**Default After Closing.** If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the manner or the time periods provided for in Section 20.2 or Section 20.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation: (i) the right to re-enter and take possession of Property, terminate the estate conveyed to the Grantee, and record the Reconveyance Deed for the purpose of revesting title to such Property in the City (the "Right of Reverter"). If the Reconveyance Deed is recorded by the City, the Purchaser shall be responsible for all real estate taxes and assessments which accrued during the period the reconveyed Property was owned by the Purchaser, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Purchaser. The Purchaser will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Purchaser.

The City's Right of Reverter shall terminate on the date the City issues the Last Certificate of Completion.

#### **SECTION 21. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Purchaser represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Purchaser, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to

this Agreement which affects their personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Purchaser shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

## **SECTION 22. INDEMNIFICATION.**

The Purchaser agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses imposed upon, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Purchaser to comply with any of the terms, covenants and conditions applicable to the Purchaser and contained within this Agreement; (b) the failure of the Purchaser or any Agent of the Purchaser to pay contractors, subcontractors or material suppliers in connection with the construction, management, performance and completion of the Project; (c) any misrepresentation or omission made by the Purchaser or any Agent in connection with this Agreement; (d) the failure of the Purchaser to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Purchaser or any Agent or Affiliate of the Purchaser on the Property prior to or after the Closing; provided, however, if this Agreement is terminated prior to Closing, such indemnity shall not extend to: (i) any conditions merely discovered by Purchaser or its consultants in the course of conducting any inspection of the Property, but not originally caused by Purchaser, its agents or employees; (ii) any diminution in the value of the Property resulting from any conditions discovered by Purchaser or its consultants; and (iii) the negligence or willful misconduct of Seller. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 23. ENVIRONMENTAL MATTERS.**

23.1 "AS IS" SALE. PURCHASER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). PURCHASER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED, AND PURCHASER AGREES TO ACCEPT THE PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, IT IS

AGREED THAT THE PROVISIONS OF THIS SECTION ARE LIMITED SO AS TO NOT BE CONSTRUED AS DIMINISHING OR NEGATING REPRESENTATIONS, IF ANY, EXPRESSLY SET FORTH HEREIN.

**23.2 Environmental Investigation.**

(a) The Purchaser provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 prior to and conducted, or updated, within 180 days prior to the conveyance of the Property. The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Purchaser performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The Phase II ESA identified contamination above Industrial/Commercial (I/C) remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Purchaser shall enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") in order to obtain a comprehensive I/C No Further Remediation ("NFR") Letter for the enrolled Property. The Purchaser acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

(b) The Purchaser must abide by the terms and conditions of the Final Comprehensive I/C NFR letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the NFR letter.

(c) The City shall grant the Purchaser the right to enter the Property to perform the Phase I ESA, the Phase II ESA and any other surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. The obligation of the Purchaser to purchase the Property is conditioned upon the Purchaser being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Purchaser determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and the Earnest Money shall be immediately returned to the Purchaser, and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement pursuant to this Section 23.2, and proceeds to Closing the Purchaser shall be deemed satisfied with the condition of the Property.

**23.3 Environmental Remediation.** Upon receipt of the RAP Approval Letter for the Property, the Purchaser covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive I/C NFR Letter for the Property using all reasonable means. Additionally, the Purchaser shall remove any soil or soil gas not meeting the requirements of 35 IAC Section 742.305. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Purchaser's estimate of the cost to perform

the Remediation Work. Subject to reimbursement pursuant to the terms and conditions of the Escrow Agreement, the Purchaser shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive I/C NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Purchaser shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Purchaser acknowledges and agrees to not request a certificate of occupancy for the Project from the Department of Buildings (DOB) until the IEPA has issued, and the Purchaser has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive I/C NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Purchaser fails to obtain the Final NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this RDA against the Property.

**23.4 Release and Indemnification.** The Purchaser, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Purchaser Parties"), hereby releases, relinquishes and forever discharges the City, and its elected and appointed officials, employees and agents (the "Indemnified Parties"), from and against any and all Losses which the Purchaser or any of the Purchaser Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, the Purchaser shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Purchaser Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Closing Date. The Purchaser Parties waive their rights of contribution and subrogation against the Indemnified Parties.

**23.5 Release Runs with the Property.** The covenant of release in Section 23.4 above shall run with the Property, and shall be binding upon all successors and assigns of the Purchaser with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any

portion of the Property under or through the Purchaser following the date of the Deed. The Purchaser acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Purchaser. It is expressly agreed and understood by and between the Purchaser and the City that, should any future obligation of the Purchaser or Purchaser Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Purchaser nor any other Purchaser Parties shall assert that those obligations must be satisfied in whole or in part by the City, because Section 23.4 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

23.6 Survival. This Section 23 shall survive the Closing Date and any termination of this Agreement (regardless of the reason for such termination).

#### **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

24.1 Representations and Warranties of the Purchaser. To induce the City to execute this Agreement and perform its obligations hereunder, the Purchaser represents, warrants and covenants as follows:

(a) The Purchaser is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Purchaser is in good standing and authorized to do business in the State of Illinois. The Purchaser has the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Purchaser has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Purchaser are true, accurate and complete.

(c) The Purchaser has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Purchaser's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Purchaser's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Purchaser, or any party affiliated with the Purchaser, is a party or by which the Purchaser or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or to Purchaser's knowledge, threatened against the Purchaser or any party affiliated with the Purchaser, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Purchaser know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Purchaser to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Purchaser.

(e) The Purchaser is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Purchaser is not in default in any material respect with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Purchaser is a party or by which the Purchaser is bound.

(g) To Purchaser's knowledge, the Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(h) The Purchaser has caused to be performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

(i) The Purchaser has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Purchaser in violation of Chapter 2-156-120 of the Municipal Code of the City.

(j) Neither the Purchaser or any Affiliate of the Purchaser is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

**24.2 Representations and Warranties of the City.** To induce the Purchaser to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Purchaser that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

**24.3 Survival of Representations and Warranties.** Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date until the issuance of the Certificate of Completion.

## **SECTION 25. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago  
Department of Planning & Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to: City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to the Purchaser: Lake Keeler, LLC  
180 N. Stetson Avenue, Suite 3240  
Chicago, Illinois 60601  
Attn: Paul Goodman

With a copy to counsel: Daspin & Aument, LLP  
300 S. Wacker Drive, Suite 2200  
Chicago, IL 60606  
Attn: Brian P. White

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

#### **SECTION 26. BUSINESS RELATIONSHIPS.**

The Purchaser acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Purchaser hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The Purchaser agrees that the Purchaser, any person or entity who directly or indirectly has an ownership or beneficial interest in the Purchaser of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Purchaser's contractors (i.e., any person or entity in direct contractual privity with the Purchaser regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to the Mayor's political fundraising committee (a) after execution of this Agreement by the Purchaser, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Purchaser represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Purchaser, or the date the Purchaser approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

27.3 The Purchaser 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 the Mayor's political fundraising committee.

27.4 The Purchaser agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Purchaser agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Purchaser intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to the Mayor's political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Purchaser is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

## **SECTION 28. INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing

undertaken pursuant to Chapter 2-56 of the Municipal Code. The Purchaser understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

**SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Purchaser warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Purchaser, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Purchaser, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Purchaser's eligibility for future contract awards.

**SECTION 30. 2014 CITY HIRING PLAN.**

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Purchaser is aware that City policy prohibits City employees from directing any individual to apply for a position with the Purchaser, either as an employee or as a subcontractor, and from directing the Purchaser to hire an individual as an employee or as a subcontractor. Accordingly, the Purchaser must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Purchaser under this Agreement are employees or subcontractors of the Purchaser, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Purchaser.

30.3 The Purchaser will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Purchaser by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, the

Purchaser will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Purchaser will also cooperate with any inquiries by the OIG.

**SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by the Purchaser or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Purchaser shall at all times comply with Section 2-154-020 of the Municipal Code.

**SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

32.1 City Not Liable or Bound. Purchaser acknowledges that the City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

32.2 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 and may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each Party's electronic acceptance and signature will be deemed binding between the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

32.3 Cumulative Remedies. The remedies of any Party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such Party or hereafter existing at law or in equity, unless specifically so provided herein.

32.4 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

32.5 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the Parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

32.6 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior

agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

32.7 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.8 Force Majeure. None of the City, the Purchaser, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder, including, without limitation, fires; floods; strikes; governmental restrictions, shutdowns, closures, regulations or control imposed in the event of epidemic or pandemic, including COVID-19; shortages of material; and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

32.9 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

32.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

32.11 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.12 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Purchaser shall be personally liable of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of or in any way related to this Agreement or for any amount which may become due to any other Party under the terms of this Agreement and each Party waives for itself and anyone who may claim through or under it any and all rights to sue or recover from any of the foregoing individuals or parties on account of any such alleged personal liability.

32.13 No Punitive Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, EACH PARTY (FOR ITSELF AND ITS MEMBERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES) HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES AND DISCLAIMS ALL RIGHTS TO CLAIM OR SEEK ANY SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES AGAINST THE OTHER PARTY AND ACKNOWLEDGES AND AGREES THAT THE RIGHTS AND REMEDIES IN THIS AGREEMENT WILL BE ADEQUATE IN ALL CIRCUMSTANCES FOR ANY CLAIMS THE OTHER PARTY MIGHT HAVE WITH RESPECT THERETO. The provisions of this Section 32.13 shall survive the Closing and not be merged into the Deed.

32.14 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.15 No Waiver. No waiver by the City with respect to any specific default by the Purchaser shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Purchaser, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.16 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.17 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the Parties.

32.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed on or as of the date first above written.

**CITY OF CHICAGO,** an Illinois municipal corporation

By: \_\_\_\_\_  
Clere Boatright  
Department of Planning and Development  
Commissioner

**Lake Keeler, LLC,** an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, 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, as such Commissioner, they signed and delivered the foregoing instrument, pursuant to authority given by the City of Chicago, as their 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\_\_.

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 Lake Keeler, LLC, an Illinois limited liability company ("Purchaser Entity"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that they signed and delivered the foregoing instrument pursuant to authority given by said Purchaser Entity, as their free and voluntary act and as the free and voluntary act and deed of said Purchaser Entity, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Purchase and Remediation Agreement with Lake Keeler LLC constitutes Exhibit "A" to ordinance and printed on pages 13206 through 13208 of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Purchase and Remediation Agreement with Lake Keeler LLC unavailable at time of printing.]

(Sub)Exhibit "B" referred to in this Purchase and Remediation Agreement with Lake Keeler LLC reads as follows:

(Sub)Exhibit "B".  
(To Purchase And Remediation Agreement With Lake Keeler LLC)

Joint Order Escrow Agreement.

Escrow Number: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

To: \_\_\_\_\_ [name of title company] ("Escrowee")

\_\_\_\_\_  
\_\_\_\_\_

Chicago, Illinois 606\_\_

- Parties: (a) Lake Keeler LLC, an Illinois limited liability company ("Purchaser");
- (b) City of Chicago, an Illinois municipal corporation ("City"); and
- (c) \_\_\_\_\_ ("Escrowee").

1. The accompanying One Hundred Ninety-six Thousand and no/100 Dollars (\$196,000.00) is deposited by the Purchaser with the Escrowee and shall be used solely to reimburse the Purchaser for the costs shown on Schedule 4 attached hereto, otherwise known as the "Approved Project Costs", relating to Purchaser's performance of the "Remediation Work", as such terms are defined in and determined and otherwise governed by the Purchase and Remediation Agreement between Purchaser and the City of Chicago, dated \_\_\_\_\_, 202\_\_. The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto and commonly known as 4204, 4208, 4210 and 4218 -- 4230 West Lake Street, Chicago, Illinois.

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) \_\_\_\_\_, in their capacity as the \_\_\_\_\_ of Purchaser, or their duly authorized designee, and (2) the Commissioner or any Managing Deputy Commissioner of Fleet and Facility Management. That written order must be substantially in the form of Schedule 2 attached hereto. The joint order shall be accompanied by a written statement from \_\_\_\_\_, Purchaser's general contractor or environmental remediation contractor, in substantially the form of Schedule 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 Purchaser incurring the expense for Approved Project Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall have a lien on the Escrow Funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for an account thereof out of said Escrow Funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall Escrow Funds be surrendered except on a joint order signed by Purchaser 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 Purchase and Remediation Agreement, or any agreement by and between Purchaser 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. Purchaser 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 Purchaser at the time the Escrow Funds are deposited. An annual fee of \$\_\_\_\_\_ will be due from Purchaser 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 Purchaser. Funds from the escrow account may not be used to pay such fees.

9. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Purchaser, Lender and the City care of their designated representatives and at the addresses set forth below, and thereafter Escrowee shall deliver all remaining Escrow Funds to a successor Escrowee named by Purchaser and the City in a joint written and signed order. If Purchaser and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining Escrow Funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Purchaser completes the Remediation Work in accordance with the terms of the Purchase and Remediation Agreement, as evidenced by the Purchaser's recording of the Final NFR Letter, or (ii) \_\_\_\_\_, 20\_\_\_\_, as such date may be extended in writing by the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

City:

City of Chicago  
Fleet and Facility Management  
2 North LaSalle Street, Suite 200  
Chicago, Illinois 60602  
Attention: Commissioner

with copies to:

City of Chicago  
Department of Planning  
and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attention: Real Estate and Land  
Use Division

Purchaser:

Lake Keeler LLC  
180 North Stetson Avenue, Suite 3240  
Chicago, Illinois 60601  
Attention: Paul Goodman

with a copy to counsel:

Daspin & Aument LLP  
300 South Wacker Drive, Suite 2200  
Chicago, Illinois 60606  
Attention: Brian P. White

Escrowee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois 606\_\_\_\_  
Attention: \_\_\_\_\_

Lake Keeler LLC

City of Chicago

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Escrowee

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Schedule 1 referred to in this Joint Order Escrow Agreement constitutes Exhibit "A" to ordinance and printed on pages 13206 through 13208 of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

*Schedule 2.*  
(To Joint Order Escrow Agreement)

*Disbursement Direction.*

I, \_\_\_\_\_, the \_\_\_\_\_ of Lake Keeler LLC, an Illinois limited liability company, hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_

Lake Keeler LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ [Commissioner/Deputy Commissioner] of the City of Chicago Department of Fleet and Facility Management, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_

City of Chicago, acting by and through its Department of Fleet and Facility Management

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ [Lender], hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_

\_\_\_\_\_ [Lender]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Schedule 3.*  
(To Joint Order Escrow Agreement)

The undersigned has served as the general contractor or remediation contractor, remediation contractor, or environmental consultant to Lake Keeler LLC, an Illinois limited liability company (the "Purchaser") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Purchaser for "Approved Project Costs" incurred by Purchaser for the "Remediation Work", as defined in, and determined and governed by, the

Agreement for the Purchase and Remediation of Land between Purchaser and the City of Chicago, dated \_\_\_\_\_, 202\_\_\_\_. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[General Contractor/Remediation Contractor/Environmental Consultant]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Schedule 4.*  
(To Joint Order Escrow Agreement)

*Allowable Project Scope And Costs.*

The funds in the Joint Order Escrow Account will be used solely to reimburse the Purchaser for the following categories of environmental costs incurred by the Purchaser to perform the Remediation Work necessary to obtain a Final Comprehensive NFR Letter for the Property as approved by the City subject to below noted conditions:

- 1) Proposed itemized remedial costs must be provided to the City prior to closing for approval by the Department of Fleet and Facility Management (2FM), the Bureau of Environmental Health and Safety (EHS). Closing is contingent upon approval of costs by 2FM.
- 2) Unless otherwise approved by the 2FM, all project scopes related to cost reimbursement requests must be included in an 2FM and Illinois Environmental Protection Agency (IEPA) approved Remedial Action Plan to meet Site Remediation Program (SRP), 35 Illinois Administrative Code (IAC) 740 or a Corrective Action Plan to meet Leaking Underground Storage Tank requirements (35 IAC 734). Additionally, only the following aspects of such pre-approved project scopes will be applicable for reimbursement:
  - a) Excavation, transportation and disposal to remove "source material" pursuant to 35 IAC 742.305.
  - b) Excavation, transportation and disposal for underground storage tank removal.

- c) Installation of vapor barriers.
  - d) Installation of soil barriers to meet 35 IAC 742.1105 or otherwise IEPA approved modified soil barrier that may include the use of geotextiles.
  - e) Excavation, transportation and disposal of soil (or other damaged or unsuitable surface covers) to facilitate installation of an appropriate engineered barrier, unless otherwise approved by 2FM.
  - f) Incremental costs for any development-related soil waste ("construction spoils") that require offsite disposal to a Subtitle D landfill as a result of onsite contamination:
    - i) the incremental cost is defined as the difference between fees for clean construction or demolition debris fees (based on representative costs identified by 2FM) and fees for the Subtitle D landfill at which the contaminated construction spoils are disposed of, and
    - ii) "construction spoils" shall be defined as any soil that requires removal in order to execute the City-approved construction plan for the project.
  - g) Environmental consultant and or professional labor as it relates to environmental remedial actions.
  - h) SRP and/or Leaking Underground Storage Tank (LUST) fees.
- 3) Costs and fees that are exempt from reimbursement include:
- a) Markup fees.
  - b) Excavation and transportation costs for "construction spoils" as defined in 2(f).
  - c) Construction costs to execute City-approved construction plan, including but not limited to building foundations (even if it serves as an engineered barrier), footers, utility trenches, installation of landscaped areas, recreational playgrounds, etc.
  - d) Demolition of structures.
- 4) Invoices submitted to 2FM for reimbursement must be provided with a cover sheet that itemizes each cost. All costs that are approved by 2FM under Item (1) above must include the following details and backup at a minimum; 2FM reserves the right to request additional backup information or details to support submitted expenses:

- a) Summary table presenting total cost by task for which reimbursement is being sought. Exempt costs and fees as discussed in item 3 above should be clearly identified; and shall be subtracted from the total request for reimbursement.
- b) Unit costs and quantity by project task for all expenses incurred on project including:
  - i) Hourly billing rates and hours for the prime environmental consultant and any environmental subcontractors.
  - ii) Tonnage and unit price per ton for disposal and backfill invoices.
  - iii) Other costs units of equipment or disposables.
- c) Receipts of paid invoices of "actual incurred project costs" by task and in a chronological order. Exempt costs and fees (defined in item 3) should be clearly marked in these receipts.
- d) Backup narrative clearly identifying page number in PDF backup documents that identifies requirements as defined in (iii).

Any remaining funds will be released to the City upon completion of such Remediation Work.

---

SALE OF CITY-OWNED PROPERTY AT 3320 AND 3322 E. 90<sup>TH</sup> ST. TO STALWART MARKET LLC THROUGH CHIBLOCK BUILDER PLATFORM FOR CONSTRUCTION OF COMMUNITY GARDEN.

[O2024-0009591]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the

Department of Planning and Development for the sale of City-owned property at 3320 and 3322 East 90<sup>th</sup> Street to Stalwart Market LLC for construction of community garden (10<sup>th</sup> Ward) (O2024-0009591), 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 vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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, non-profit 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 one buyer ("Buyer") for two 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 Buyer has 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 March 21, 2024 the Chicago Plan Commission approved the disposition of the City Lots identified as City Lot 1 and City Lot 2 to the Buyer 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 as identified on Exhibit A hereto in its "as is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which 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 re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; 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.

The west 22 feet of the east 118 feet of Lots 20 to 23 in Block 36 in the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 and 6, in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3320 East 90<sup>th</sup> Street  
Chicago, Illinois 60617.

Permanent Index Number:

26-05-105-044-0000.

**Buyer:**

Stalwart Market LLC.

**Ward/Community Area:**

10/South Chicago.

**TIF Area:**

Not Applicable.

**Size/Zoning:**

2,321 square feet/RS2.

**Market Value:**

\$6,964.

**Purchase Price:**

\$696 (10 percent of Market Value).

**Open Space Use:**

Stalwart Market LLC is operated by Felicia Kimber, a long-time resident of the 10<sup>th</sup> Ward who plans to build a community garden featuring an orchard, berry patch, raised beds, beehives and a tool shed. She was the recipient of the BACP Community Growers Program grant.

**City Lot 2.**

The west 22 feet of the east 96 feet of Lots 20 to 23, inclusive, in Block 36 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, In Cook County, Illinois.

Address:

3322 East 90<sup>th</sup> Street  
Chicago, Illinois 60617.

Permanent Index Number:

26-05-105-045-0000.

Buyer:

Stalwart Market LLC.

Ward/Community Area:

10/South Chicago.

TIF Area:

Not Applicable.

Size/Zoning:

2,321 square feet/RS2.

Market Value:

\$6,958.

Purchase Price:

\$696 (10 percent of Market Value).

Open Space Use:

Stalwart Market LLC is operated by Felicia Kimber, a long-time resident of the 10<sup>th</sup> Ward who plans to build a community garden featuring an orchard, berry patch, raised beds, beehives and a tool shed. She was the recipient of the BACP Community Growers Program grant.

*Exhibit "B".*

*Competing Proposals.*

City Lot 1.

3320 East 90<sup>th</sup> Street -- Applications Submitted.

1. Stalwart Market LLC was an Open Space applicant and was selected to be the Buyer. This Applicant proposed to construct a community garden featuring an orchard, berry patch, raised beds, beehives, and a tool shed. The Applicant had a budget of \$128,000.
2. Blanca Sanchez was a Market Rate Housing applicant and was not selected to be the buyer. This applicant declined to pay the market rate as of April 18, 2023 and, as such, this proposal did not move forward.

City Lot 2.

3322 East 90<sup>th</sup> Street -- Applications Submitted.

1. Stalwart Market LLC was an Open Space applicant and was selected to be the Buyer. This Applicant proposed to construct a community garden featuring an orchard, berry patch, raised beds, beehives, and a tool shed. The Applicant had a budget of \$128,000.
2. Blanca Sanchez was a Market Rate Housing applicant and was not selected to be the buyer. This applicant declined to pay the market rate as of April 18, 2023 and, as such, this proposal did not move forward.

SALE OF CITY-OWNED PROPERTY 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 Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 6801 South Dante Avenue and 8926 -- 8940 South Mackinaw Avenue to NeighborSpace for urban agriculture projects at Dante Avenue Farm and Fresher Together (5<sup>th</sup> and 10<sup>th</sup> Wards) (O2024-0009585), 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 vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created [chiblockbuilder.com](http://chiblockbuilder.com) ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and 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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; 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 100 City-owned lots for sale on the ChiBlockBuilder website in a special round of bidding dedicated to urban agriculture, which began on November 1, 2023 and ended on November 30, 2023 (the "Urban Ag Round"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned property for sale was published in the *Chicago Tribune* on November 2, 9, 16 and 30; and

WHEREAS, Urban agriculture increases equitable community access to healthy foods, promotes community cohesion, and provides business and educational opportunities to neighborhood residents; and

WHEREAS, Applications were evaluated based on the following criteria:

- priority given to projects with evidence of clear commitment and financial and technical support to maintain site, including funding, partnerships with other organizations and clear plans for identifying further funding;
- priority given to projects with clear plans and designs and realistic timeline, and that are ready to start activating the land during Fall 2024/Winter 2025;
- project proposal plan and design have measurable and achievable goals to grow food;
- priority given to projects that have support from neighbors, aldermen, other growers, or organizations as indicated through letters of support and clear plans to engage the community they want to grow in;
- priority given to projects that will provide/sell food for the community they grow in;
- priority given to applicants residing in Chicago with connections to the neighborhood they are applying in;
- priority given to applicants from communities disproportionately impacted by food insecurity;
- priority given to projects where the applicant has previous experience with urban agriculture and similar projects; and

WHEREAS, The Department selected two proposals in the Urban Ag Round, both from NeighborSpace Inc. (the "Buyer"); one for a project called the Dante Avenue Farm in Ward 5, and the other for a project called Fresher Together in Ward 10 (each, a "Project"); and

WHEREAS, The Buyer is a not-for-profit corporation incorporated under the laws of the State of Illinois on May 29, 1996 exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The Projects are further described and the City lots for each Project (each, a "City Lot") are identified in Exhibit A attached hereto; and

WHEREAS, The names of all applicants for the City Lots and a summary of the Department's evaluation of the proposals are set forth in Exhibit B attached hereto; and

WHEREAS, The Department desires to convey the City Lots to the Buyer; and

WHEREAS, The Buyer has agreed to purchase the City Lots for \$1.00 each (the "Purchase Price"); and

WHEREAS, After transfer of the City Lots to the Buyer, the Buyer will collaborate with community members and each Project will be managed by the community; and

WHEREAS, The City Lot for the Dante Farm is located in the 71<sup>st</sup> and Stony Island Tax Increment Financing Redevelopment Project Area established by ordinances adopted by the City Council on October 7, 1998, as amended, and the City Lots for the Fresher Together project are located in the South Chicago Tax Increment Financing Redevelopment Project Area established by ordinances adopted by the City Council on April 12, 2000, as amended, and

WHEREAS, By Resolution Numbers 24-CDC-13 and 24-CDC-14 adopted on April 9, 2024, the Community Development Commission recommended the disposition of the City Lots in the foregoing redevelopment project areas to the Buyer; and

WHEREAS, By Resolution Numbers 24-012-21 and 24-013-21 adopted on March 21, 2024, the Chicago Plan Commission approved the disposition of the City Lots to the Buyer; 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 the City Lots to the Buyer for the Projects in their "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 the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots for each Project to the 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, in substantially the form attached hereto as Exhibit C.

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 Lots 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", "B" and "C" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

*Summary Of Project Proposals.*

Dante Avenue Farm (City Lot 1).

The Dante Avenue Farm will grow fresh produce for sale and donation. It will distribute produce at local food pantries (Windsor Park Evangelical Lutheran Church and Parkside Elementary) and sell to South Shore restaurants. NeighborSpace will build off the success of the nearby Windsor Park Community Garden (76<sup>th</sup> and Saginaw), which will serve as the lead community partner. Technical support will be provided by Archer Urban Farm Initiative and the Southeast Chicago Garden Instigators. The project will be built-out over three years as funding allows, beginning with fencing and raised beds and adding in storage, seating, a farm stand, a hoop house, an apiary, and a pollinator garden. The project will have initial water access through Tranquil Garden, an existing NeighborSpace garden located across the street. Lead farmer Alwyn Walker is seeking funding through the Samuel DeWitt Proctor Fund, Windsor Park Evangelical Lutheran Church, The Safe and Peaceful Communities Fund, the Greening the Church Fund, Community Growers Program and the Chicago Region Food Systems Fund. The budget for this project is \$40,000.

Fresher Together (City Lots 2 -- 8).

Fresher Together is a collaborative food and farming project for healing, economic development, training and retreat. They grow culinary and medicinal herbs, mushrooms, small grains, beans, and other vegetables. Fresher Together is dedicated to creating equity across food and agricultural systems. Their work centers LGBTQ+, Black and communities of color, elders, and youth with a commitment to make nutritious food accessible to all. Fresher Together has been providing meals and produce on the South side and has partnered with community groups in the neighborhood. They also have partnerships with Brave Space Alliance and their Community Pantry, as

well as Howard Brown Health's Diabetes Program, the Fresh Moves Mobile Market, Urban Growers Collective, Midwest Vegetable Growers Network, and the Artisan Grain Collaborative. They are currently building relationships with purchasing partners including the Southside Birth Center, Affinity Community Services, and CTA. The project will be built out in three phases. Phase One will include infrastructure/build out and establishing the foundational components of the site for future seasons. This includes clearing the site, getting appropriate licensing, insurance, fencing, building beds, hoop houses, storage, and establishing perennial crops including orchard additions and perennial herbs. They have a \$150,000 budget.

*Legal Descriptions Of City Lots.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 21 and 22 in Block 2 in Pearce and Benjamin's Subdivision of the north half of the south half of the northeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6801 South Dante Avenue  
Chicago, Illinois 60637.

Permanent Index Number:

20-23-407-001-0000.

Value ("as is"):

\$23,520.

City Lot 2.

Lot 11 in Block 36 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half and parts of the east fractional half of fractional Section 6 north of the Indian Boundary Line and that part of the fractional Section 6, south

of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8926 South Mackinaw Avenue  
Chicago, Illinois 60637.

Permanent Index Number:

26-05-105-034-0000.

Value ("as is"):

\$9,941.

City Lot 3.

Lot 12 in Block 36 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of the fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6 south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8928 South Mackinaw Avenue  
Chicago, Illinois 60637.

Permanent Index Number:

26-05-105-035-0000.

Value ("as is"):

\$9,941.

**City Lot 4.**

Lot 13 in Block 36 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of the fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

8930 South Mackinaw Avenue  
Chicago, Illinois 60637.

**Permanent Index Number:**

26-05-105-036-0000.

**Value ("as is"):**

\$9,941.

**City Lot 5.**

Lot 14 in Block 36 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of the fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

8934 South Mackinaw Avenue  
Chicago, Illinois 60637.

Permanent Index Number:

26-05-105-037-0000.

Value ("as is"):

\$9,941.

City Lot 6.

Lot 15 in Block 36 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of the fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8936 South Mackinaw Avenue  
Chicago, Illinois 60637.

Permanent Index Number:

26-05-105-038-0000.

Value ("as is"):

\$9,941.

City Lot 7.

Lot 16 in Block 36 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of the fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

8938 South Mackinaw Avenue  
Chicago, Illinois 60637.

## Permanent Index Number:

26-05-105-039-0000.

## Value ("as is"):

\$9,941.

## City Lot 8.

Lot 17 in Block 36 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of the fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

8940 South Mackinaw Avenue  
Chicago, Illinois 60637.

## Permanent Index Number:

26-05-105-040-0000.

## Value ("as is"):

\$9,941.

*Exhibit "B".*  
(To Ordinance)

*Competing Proposals.*

**City Lot 1 – Applications Submitted**

	<u>Applicant Name</u>	Proposal	Selected? (Y/N)
1.	NeighborSpace partnering with Dante Avenue Farm	Proposed a community garden with food for sale and donation. Demonstrated enthusiastic neighborhood support with local partners. Budget \$40,000.	<b>Y</b>
2.	Luis Rafel, Seed Keepers Collective	Proposed an urban farm with herbs and fruit trees. Proposal lacked connections to the community, budget of \$100 was too small to establish an urban farm within two years, and site plan did not provide enough detail.	<b>N</b>

**City Lots 2-8 – Applications Submitted**

	<u>Applicant Name</u>	Proposal	Selected? (Y/N)
1.	NeighborSpace partnering with Fresher Together	Proposed a food and farming project from the neighborhood. Fresher Together will grow culinary and medicinal herbs, mushrooms, small grains, beans, and other vegetables. Applicant has demonstrated community support and budget of \$150,000 for first phase.	<b>Y</b>
2.	Felicia Kimber, Stalwart Market	Proposed an urban farm. Site seemed too large for proposed operation. Budget \$60,000.	<b>N</b>
3.	Beatrice Scescke, Chicago Rewilding Society	Proposed an orchard and farm. Low budget for large site. Budget \$39,000.	<b>N</b>
4.	Alberto Rodriguez, Seed Keepers Collective	Proposed an urban farm with a \$110,000 budget. Lack of connections to the community and partnerships with other groups, and site plan did not provide enough detail.	<b>N</b>
5.	Helene Sanders Urban Homestead and Wellness LLC	Proposed herbal medicine garden. Budget \$124,000. No site plan uploaded.	<b>N</b>

*Exhibit "C".*  
(To Ordinance)

*Quitclaim Deed.*

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 \$\_\_\_\_.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 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 NeighborSpace, Inc., an Illinois not-for-profit corporation ("Grantee"), having its principal office at 445 North Sacramento Boulevard, Chicago, Illinois 60612.

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 the Grantee and the Grantee's heirs, successors, and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Operate Urban Agriculture Project; Transfer Prohibition.** Grantee shall improve the Property with the urban agriculture project described in Grantee's ChiBlockBuilder application and approved by the City's Department of Planning and Development ("DPD"). The urban growing operations must be fully operational within five (5) years from the date of this Deed (the "Development Period"). "Fully operational" means the land must be producing food for sale or donation to communities experiencing a lack of access to healthy foods. Grantee must submit proof of compliance with this covenant annually to the City's Department of Business Affairs and Consumer Protection ("BACP") during the Development Period, and

thereafter the project must remain fully operational until the 10th anniversary of the date of this Deed (the "Compliance Period"). Grantee must maintain the project during the Compliance Period, including soil beds, fencing, and hoop houses, and must comply with the City's urban agriculture requirements. During the Compliance Period, Grantee may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, directly or indirectly sell, transfer, convey, lease or otherwise dispose of the Property or any interest therein. If Grantee fails to comply with any of the foregoing conditions, 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 the Property and re-vest 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 re-vesting of title. This right of reverter in favor of the City shall terminate ten (10) years following the date of this Deed maintenance.

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 Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Grantee 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 Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee 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 Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee 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 Property.
4. **Historic Contamination Of Urban Land.** Grantee 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. Grantee 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. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, 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. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property Lots, 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 the suitability 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.
6. Release Of City. Grantee, on behalf of Grantee and Grantee'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 Property.
7. Affordable Housing And Municipal Code Requirements. Grantee 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 Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee's use, maintenance, and transfer of the Property.



NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 215 E. 45<sup>TH</sup> ST. TO KANDY COBBS.

[SO2024-0009593]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 215 East 45<sup>th</sup> Street to Kandy Cobbs (3<sup>rd</sup> Ward) (SO2024-0009593), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 215 East 45<sup>th</sup> Street, Chicago, Illinois 60653, which is located in the rear of four parcels fronting Indiana Avenue (4501, 4503, 4505, and 4507 -- 4509 South Indiana Avenue), and which separates the Indiana Avenue parcels from the alley behind the properties; and

WHEREAS, The City land is located in the Grand Boulevard Community Area and the 47<sup>th</sup> and King Drive Tax Increment Financing Redevelopment Project Area, and is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, Kandy Cobbs ("Grantee") owns the abutting property at 4507 -- 4509 South Indiana Avenue, which is improved with a two-story mixed-use building consisting of two commercial businesses on the ground floor with residential above; and

WHEREAS, Grantee has been maintaining the south 46 feet of the City Land behind her property for almost 20 years at a cost of more than \$25,000, and has offered to purchase this portion of the City Land, as legally described on Exhibit B attached hereto (the "4507 -- 09 Backyard"); and

WHEREAS, The market value of the 4507 -- 09 Backyard based on a market valuation dated January 19, 2022 is \$22,500.00 ("Market Value"); and

WHEREAS, On April 21, 2023, the Department of Assets, Information and Services, now known as the Department of Fleet and Facility Management, completed limited environmental Phase II sampling and determined that the City Land can be sold with deed restrictions to maintain the property with a paved parking pad; and

WHEREAS, Grantee intends to re-establish access to the alley and continue to maintain the 4507 -- 09 Backyard as a parking pad to serve the mixed-use building on her property; and

WHEREAS, The City has agreed, consistent with the City's sale of land for side yards to adjacent property owners through the Department of Planning and Development (the "Department") and in consideration of Grantee's care of the 4507 -- 09 Backyard for 20 years, to sell the 4507 -- 09 Backyard to Grantee for a purchase price of \$2,250.00 (the "Purchase Price"); and

WHEREAS, By Resolution Number 23-033-21 adopted on September 21, 2023, the Chicago Plan Commission approved the disposition of the 4507 -- 09 Backyard; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the 4507 -- 09 Backyard with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on July 19, July 26 and August 2, 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 4507 -- 09 Backyard 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 4507 -- 09 Backyard 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. 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.

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 1 in Owner's Division of Lots 1 and 2 in Hurlbut's Subdivision of Lots 6 and 7 in Cleaver & Taylor's Subdivision of part of the south half of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

215 East 45<sup>th</sup> Street  
Chicago, Illinois 60653.

Property Index Number:

20-03-315-006-0000.

*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 La Salle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of Two Thousand Two Hundred Fifty and no/100 Dollars (\$2,250.00), 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 Kandy Cobbs ("Grantee"), whose principal residence is located at 4365 South Oakenwald Avenue, Chicago, Illinois 60653.

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 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 heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Use Restriction.** Grantee acknowledges and agrees that the City is conveying the Property for its continued use as a paved parking pad or construction of a slab on grade structure or structure with a concrete basement and sealed sump pump. If Grantee wishes to develop the Property for any other use, then Grantee must notify the Department of Planning and Development (or any successor agency) prior to commencing construction and take all steps necessary, as determined by the Department, 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 ("IEPA") Site Remediation Program ("SRP") and obtaining a "No Further Remediation" letter from the IEPA approving the alternative use of the Property. The City shall have the right to exercise all remedies available at law and in equity for violation of this use restriction, including the right to re-enter and re-vest title to the Property in the City, and may record a notice of default against the Property if the Grantee fails to obtain the Department's written approval prior to commencing construction of an alternative use. 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 re-vesting of title.
2. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City 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, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability 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 Grantee and Grantee'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 Property.
4. **Affordable Housing And Municipal Code Requirements.** Grantee 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 Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee’s use, maintenance, and transfer of the Property.

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:

City of Chicago, an Illinois municipal corporation and home rule unit of government

\_\_\_\_\_  
Anna M. Valencia, City Clerk

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 instrument was prepared by:

City of Chicago  
Department of Law, Real Estate Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

Mail deed and tax bills to:

Kandy Cobbs  
4365 South Oakenwald Avenue  
Chicago, Illinois 60653

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 and Statement by Grantor and Grantee referred to in this Quitclaim Deed read as follows:

*(Sub)Exhibit 1.*  
(To Quitclaim Deed)

Legal Description (subject to final survey and title commitment):

The south 46 feet of Lot 1 in Owner's Division of Lots 1 and 2 in Hurlbut's Subdivision of Lots 6 and 7 in Cleaver & Taylor's Subdivision of part of the south half of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

215 East 45<sup>th</sup> Street  
Chicago, Illinois 60653.

Property Index Number:

20-03-315-006-0000 (portion).

*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)

FIFTH INTERGOVERNMENTAL AGREEMENT WITH CHICAGO HOUSING AUTHORITY EXTENDING OPTION TO CONTINUE HEARING TENANT GRIEVANCES FOR NEW THREE-YEAR TERM PLUS OPTION FOR ONE ADDITIONAL TWO-YEAR TERM.

[O2024-0007327]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Administrative Hearings for a Fifth Intergovernmental Agreement with Chicago Housing Authority extending option to continue hearing tenant grievances for three-year term plus option for one additional two-year term thereafter (O2024-0007327), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodriguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government affairs; and

WHEREAS, The Chicago Housing Authority (the "CHA") is a municipal corporation of the State of Illinois; and

WHEREAS, The CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City for low-income families and low-income senior citizens, and seeks to provide its residents with a fair and efficient grievance procedure to resolve disputes between CHA tenants and the CHA and/or its property management companies; and

WHEREAS, The City Council of the City ("City Council"), by ordinance adopted March 31, 2004 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 20968 -- 20981, amended the powers and duties of the Director of the Department of Administrative Hearings ("DOAH"), as set forth in Title 2, Chapter 14, Section 030 of the Municipal Code of Chicago, to include the power and duty to establish a system for hearing grievances brought by CHA tenants against the CHA and/or its property manager; and

WHEREAS, In 2019, the City, by and through DOAH and pursuant to said ordinance, entered into an intergovernmental agreement with the CHA to provide hearing officers and related services in order to hear and adjudicate grievances brought by CHA tenants pursuant to the CHA grievance procedure; and

WHEREAS, The term of said intergovernmental agreement was for the period from April 1, 2019 through March 31, 2022 with the option to extend the agreement for one (1) additional two-year term through March 31, 2024; and

WHEREAS, The City and the CHA desire to enter into an intergovernmental agreement, in substantially the form attached as Exhibit A (the "Fifth IGA"), whereby CHA tenant grievances will continue to be heard and adjudicated by DOAH for a new three-year term, with the option to extend the Fifth IGA for one (1) additional two-year term; and

WHEREAS, The City and the CHA each have the legal authority to enter into the Fifth IGA pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.); now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are expressly incorporated by reference as if fully set forth herein.

SECTION 2. The Director of DOAH ("Director"), or designee, is authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Fifth IGA, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City and the CHA, which Fifth IGA may contain such changes, deletions or insertions as shall be approved by the parties executing the same on the part of the City.

SECTION 3. 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 other provision of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Fifth Intergovernmental Agreement With Chicago Housing Authority.*

THIS FIFTH INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_, 2024 (the "Effective Date") by and between THE CITY of CHICAGO, an Illinois municipal corporation and home rule unit of government under Article VII, Section 6 (a) of the 1970 Constitution of the State of Illinois, acting through its Department of Administrative Hearings (hereinafter referred to as the "City") and THE CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et seq. of the Illinois Compiled Statutes (hereinafter referred to as "CHA").

**RECITALS**

**WHEREAS**, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and the Housing Authorities Act, 310 ILCS 10/1 et seq., as amended from time to time, and all other applicable laws, regulations and ordinances; and

**WHEREAS**, the CHA desires to continue to utilize the City's administrative hearing process and hearing officers to hear and rule upon grievances brought by CHA residents living in CHA federally subsidized housing, brought by CHA residents temporarily relocating to a Section 8 unit as described in the CHA Leaseholder Housing Choice and Relocation Rights Contract ("CHA RRC"), Section 11b(2), and in certain situations, brought by CHA residents at Mixed Finance Properties, which affect the residents' rights, duties, welfare or status with their lease in accordance with the CHA's Resident Grievance Procedure attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein; and

**WHEREAS**, the City has a formal administrative hearing process and maintains a group of private independent hearing officers to adjudicate claims in accordance with the administrative hearing process set forth in Chapter 2-14 of the Chicago Municipal Code; and

**WHEREAS**, the HUD Procurement Manual, (7460.8), Section 4-42(c) provides that if the services required by a housing authority are to be provided by a state or local government and are part of the normal duties and responsibilities of the government's staff, it is permissible for the housing authority to share the services and cost of the staff under an intergovernmental agreement; and

**WHEREAS**, the City has represented that it is ready, willing and able to provide hearing officers to adjudicate grievances brought by residents in accordance with the CHA's Resident Grievance Procedure; and

**WHEREAS**, the CHA and the City desire to enter into this Agreement to provide greater efficiency and independence in the provision of administrative hearings for the residents; and

**WHEREAS**, the CHA and the City have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**NOW, THEREFORE**, in consideration of the recitals set forth above, and the mutual covenants, terms, conditions, privileges and obligations herein set forth hereunder, and intending to be legally bound thereby, City and the CHA mutually agree as follows:

1. **Incorporation of Recitals**. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. **Provision of Services**. The City's Department of Administrative Hearings ("Department") shall provide administrative hearing officers to adjudicate CHA grievances in accordance with the CHA's Resident Grievance Procedure, as periodically amended by the CHA, and as set forth in Statement of Work set forth immediately below (the "Services"):
3. **Statement of Work**
  - A. **City's Duties and Responsibilities**:
    - i. **Amendment of Municipal Code**: The City has amended Chapter 2-14 of the Chicago Municipal Code to allow its administrative hearing officers ("Hearing Officers") to hear and adjudicate grievances brought pursuant to the CHA Resident Grievance Procedure.
    - ii. **Administrative Hearing Officers**: The CHA and its Central Advisory Council shall jointly agree upon a number of Hearing Officers under contract with the Department to adjudicate CHA grievances. For each grievance hearing request sent by the CHA's Office of the General Counsel, the Department will assign one of the approved Hearing Officers to adjudicate the grievance. Grievance hearings shall be conducted in accordance with the CHA Resident Grievance Procedure, and Chapter 2-14 of the Chicago Municipal Code and Department's Procedural Rules and Regulations, to the extent such rules and regulations are applicable and not inconsistent with the CHA Resident Grievance Procedure.
    - iii. **Use of Facilities**: The Department will conduct grievance hearings at its facilities at 400 West Superior Street, and 2006 East 95<sup>th</sup> Street.
    - iv. **Scheduling the Hearing Date**: The Department shall schedule the initial hearing to be held within thirty (30) calendar days of the Department's receipt of the Grievance Petition and the Formal Hearing Request Form – GP4, which will be forwarded from the CHA's Office of the General Counsel. The General Counsel shall also forward the Resident's Grievance Hearing Proceedings Form – GP3, which includes the written decision of the resident's informal hearing to the Department.
    - v. **Sending the Hearing Notice to All Parties**: The Department shall send a written notification to the resident at his/her address, to the CHA c/o the Office of the General Counsel, and directly to the relevant property management firm. The

written notification shall include the date, time, and location of the hearing, as well as the consequences of failing to appear at the hearing. This notice shall be sent via first class mail or by personal service no later than seven (7) calendar days before the formal hearing date.

- vi. **Conducting the Hearing:** Hearings shall be conducted by the Hearing Officers at the Department's facilities, listed above, in accordance with the CHA's Resident Grievance Procedure, which may be periodically amended by the CHA, and in accordance with Chapter 2-14 of the Municipal Code and the Department's Procedural Rules and Regulations, to the extent the latter are not inconsistent with the CHA procedure.
- vii. **Taking and Maintaining a Record of Proceedings:** The Department shall be responsible for making a record of the hearing in accordance with the Department's Procedural Rules and Regulations. Copies of public records and public case files, including audio recordings, may be requested through the Freedom of Information Act. Except as set forth in paragraph 6.B.iii., written hearing transcripts of the audio recordings shall be arranged and paid for by the requesting party. This record shall include documents submitted by the parties, as well as a copy of the Hearing Officer's findings and written decision. The Department shall retain the record for at least six (6) months from the date of the hearing.
- viii. **Providing Reasonable Accommodations:** When necessary, the Department shall provide reasonable accommodations to persons with disabilities. This may include holding hearings in an accessible location, providing all materials and notices in an accessible format and, if necessary, providing qualified sign language interpreters, readers, or attendants. The cost of any reasonable accommodation, other than provision of an accessible location, shall be borne by the CHA.
- ix. **Completing and Delivering a Written Decision:** The Hearing Officer shall prepare a written decision for the hearing. The hearing result shall be sent via first class mail or by personal service to the grievant, or his or her representative, the CHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal decision, the Hearing Officer shall notify the parties of the revised timeline within five (5) business days of the hearing.
- x. **Grievant's Failure to Appear:** If a Hearing Officer finds a grievant in default, the Department shall serve a copy of the order of default upon the grievant by first class mail or by personal service. The resident shall have twenty-one (21) days from the date of the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the grievant's failure to appear.
- xi. **Reporting:** The Department will report the number of grievance hearings requested, scheduled and held on a quarterly basis to the CHA's Office of the General Counsel.
- xii. **Completing the Services:** The City shall at all times use its best efforts to assure

quality, timeliness and efficiency in rendering and completing the Services.

4. **CHA's Duties and Responsibilities:**

A. **Training:** The CHA will train the Department's Hearing Officers on the CHA's Resident Grievance Procedure and as required for any amendments thereto. It shall be the duty of the CHA to inform the Department of any amendments to the Resident Grievance Procedure. The CHA shall conduct, at the CHA's sole expense, a formal training program that shall include initial and periodic training for Hearing Officers. Training shall be conducted at times and places to be mutually agreed upon by the City and the CHA. Prior to conducting any initial or periodic training, the CHA agrees to submit to the Department, for the Director's review and approval, a list of all training personnel/speakers, and copies of all training curricula and written training documents. Training shall include, among other matters, instruction on the CHA's Resident Grievance Procedure, orientation to each subject area that Hearing Officers will adjudicate, and participation in hypothetical grievance hearings.

Subject to the Director's review and approval, the CHA agrees to provide (and to seasonably update) the Department and each Hearing Officer with a "bench book" containing, among other matters, a description of the CHA's organization, common grievance issues, and copies of standard lease and relocation documents, and copies of relevant CHA/HUD regulations, policies and procedures.

The CHA further agrees to assist the Department on a case-by-case basis to answer, among other matters, questions concerning the CHA/HUD regulations, policies and procedures.

B. **Notice:** The CHA will promptly provide notice of requested hearings to the Department.

C. **Payment:** The CHA will make payments to the City based upon invoices submitted to the CHA pursuant to this Agreement.

5. **Term of Agreement/Extension Option.** This Agreement shall commence on the Effective Date (April 1, 2024) and shall continue through on March 31, 2027. Upon mutual agreement of the CHA and the City, the Agreement may be extended for one (1) additional two (2) year term, thereafter under the same terms and conditions as this original Agreement.

6. **Compensation and Payment.**

A. **Compensation.** The total amount of compensation payable under this Agreement for Services provided by the City, shall be an amount not-to-exceed \$75,000 (the "Maximum Amount"). All reimbursables for performance of the Services under this Agreement are included in the amount of compensation set forth in this paragraph. The Services shall be suspended when funds appropriated for payment under this Agreement have been exhausted.

B. **Basis of Compensation.** The CHA shall compensate the City as follows:

i. **Case Initiation Fee.**

The CHA shall pay the City a case initiation fee of \$80.00 for each Formal Hearing Request received by the City. The case initiation fee shall include and compensate the City for:

- a. File preparation and docketing.
- b. Data entry.
- c. Processing discovery and freedom of information requests for files, tapes and other documents.
- d. Costs associated with recording hearings and maintaining the record.
- e. Messenger costs.
- f. Processing Motions to Set Aside.
- g. Scheduling hearings; notice costs including postage; processing and mailing default orders.
- h. Processing Hearing Officer payments, along with special billing requirements pursuant to the Agreement.
- i. Costs of preparing form orders, notices, default instructions and other documents.

ii. **Hearing Officer Fees.**

The CHA shall reimburse and compensate the City at the prevailing rate for all time expended by Hearing Officers to adjudicate CHA grievances including, but not limited to, attending initial and periodic CHA training, preparing for hearings, conducting hearings, motion hearings, and rendering written decisions.

iii. **Other Out-of-Pocket Expenses.**

In addition to and not in limitation of the other provisions of the Agreement, the CHA agrees to pay the City's out-of-pocket expenses incurred in connection with the City's provision of Services under the Agreement. Out-of-pocket expenses shall include, among other expenses, court reporter fees incurred by the City to prepare written hearing transcripts when the resident, the CHA, or the management company seeks judicial review of the Hearing Officer's decision. Such transcript costs must be reasonable and commensurate with standard competitive court reporter fees/rates and need not be pre-approved by the CHA. Other out-of-pocket nominal expenses need not be pre-approved by CHA, but expenses that are not nominal must be pre-approved by the CHA.

C. **Invoices and Payment.**

- i. **Invoices.** The City shall submit invoices to the CHA's Office of the General Counsel on a quarterly basis.
- ii. **Payments.** The CHA agrees to promptly pay, but not later than 45 days, all proper and reasonable invoices submitted by the City for Services rendered under this Agreement. Payments shall be made directly to the City of Chicago, Department of Finance, and shall provide a written confirmation of each CHA payment to the Comptroller.

7. **Non-Appropriation.** Funding for this Agreement is subject to 1) availability of Federal funds from HUD, and 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify the City of such occurrence and the Services shall be suspended on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the City under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

8. **Indemnification.**

- A. The City agrees, except to the extent liability of a municipal corporation, as such, is precluded by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. or the Common Law of the State of Illinois, to defend, indemnify and hold the CHA, its officers, agents and employees completely harmless from and against any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from the City's control, operation, use and maintenance of the facilities described in subsection 3.iii., "Use of Facilities," in connection with the Services, except to the extent caused by the negligence, acts or omissions of the CHA, its agents or employees. Upon notice from the CHA of any claim, and consistent with the exceptions noted above, the City shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the CHA shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder.
- B. The CHA agrees to defend, indemnify and hold harmless the City, its officers, agents and employees against any Claims challenging the constitutionality or adequacy of the CHA's Resident Grievance Procedure or involving any claims arising from appeals of Hearing Officer adjudications pursuant to the Illinois Administrative Review Act. Upon notice from the City of any Claim consistent with the above, the CHA shall timely appear and defend all suits and claims 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 the CHA of any of its obligations hereunder.

9. **Record-keeping Requirements.** The City shall maintain all books, records, and documents necessary to its performance of this Agreement and shall adopt a system of accounting in accordance with generally accepted accounting principles and practice to properly reflect all cost of whatever nature claimed to have been incurred or anticipated to be incurred in connection with the City's performance under this Agreement. In addition, the City shall keep such books, records and documents in a safe place and make them available for examination by the CHA or a third party designated by the CHA, upon reasonable notice to the City of such an examination for a period of three (3) years after the expiration of the Agreement.

10. **Termination.** Either party may terminate this Agreement upon providing thirty (30) days

written notice to the other party in accordance with the provisions of paragraph 22 below.

**11. Default.** The following shall constitute an event of default ("Event of Default") hereunder:

- A. The violation or breach by the CHA of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement, or the violation or breach by the City of any law, statute, rule or regulation of a governmental or administrative entity relative to its performance under this Agreement;
- B. The transfer or assignment by CHA of its rights and obligations hereunder without the prior written consent of the City, or the transfer or assignment by the City of its rights and obligations hereunder without the prior written consent of CHA;
- C. Any misrepresentation by the CHA of any material fact, or any misrepresentation by the City of any material fact;
- D. A material breach by the City or the CHA of any other provision of this Agreement including, but not limited to, a failure to perform services according to the time requirements and conditions set forth herein, a failure to meet any deadline for the submission of reports, proposals and other documents required by any provision of this Agreement and the continuance of this failure for sixty (60) days after notice; or
- E. There is a cessation or deterioration of Services for a period that, in the reasonable judgment of the CHA, materially and adversely affects the operation of the public services required to be performed by the City and such cessation or deterioration of services is not cured within fifteen (15) days after the CHA gives notice to the City.

This Agreement may be terminated by the non-defaulting party, if an Event of Default occurs. If no cure period is stated for any of the items listed under this Section, the cure period shall be three (3) days after the defaulting party receives notice from the non-defaulting party.

**12. Independent Contractor.** The City shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

**13. Amendment.** This Agreement may not be altered, amended, changed or modified in any respect without the written consent of both the City and the CHA

**14. Assignment.** Neither party may assign its right or obligations under this Agreement without the prior written consent of the other party, which consent shall be in the other party's sole discretion. This Agreement shall inure to the benefit of and be binding upon the City, the CHA and the respective successors and permitted assigns.

**15. No Third-Party Beneficiary.** This Agreement is for sole and exclusive benefit of the CHA and the City and their respective successors and permitted assigns. No other person or

entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City and the CHA.

**16. Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

**17. Non-Liability of Public Officials.** No official, employee or elected or appointed representative of the CHA or the City may be held personally liable for any breach of any provision of this Agreement or any damage, loss or injury arising out of the performance of this Agreement.

**18. Compliance with All Laws/Governmental Orders**

A. The City and the CHA shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58) ; Clean Air Act (42 U.S. C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S. C. 1251 et seq.) , as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. §1352) ; Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689) Additionally, CDHS shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised.. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

B. The City and the CHA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

**19. Counterpart Execution.** This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

**20. Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws. The parties agree that the courts located in Cook County, Illinois shall be the exclusive venue for any action arising out of or brought pursuant to this Agreement.

**21. Waiver.** Whenever under this Agreement either party, by a proper authority, expressly waives the other party's performance in any respect or expressly waives a requirement or condition to either the CHA's or the City's performance, the waiver so granted, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the either party may have waived the performance, requirement or condition.

**22. Notices.** All notices and communications concerning this Agreement shall be sent to:

If to the City:	City of Chicago Department of Administrative Hearings 740 North Sedgwick Street, 6 <sup>th</sup> Floor Chicago, Illinois 60654 Attn: Director
With copies to:	City of Chicago, Department of Law 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Finance and Economic Development Division
If to the CHA:	Chicago Housing Authority 60 East Van Buren Street, 12 <sup>th</sup> Floor Chicago, Illinois 60605 Attn: Chief Legal Officer

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above and shall be effective: (a) if delivered by personal service upon delivery, (b) if sent by overnight courier, effective one business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three business days after the date of mailing. A party's address for notices may be changed by giving written notice in the manner specified in this Section.

**23. Authority.**

- A. CHA Authority. Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners dated \_\_\_\_\_, 2024 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.; regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.
- B. City Authority. Execution of this Agreement by the City is authorized by an ordinance enacted by the City Council of the City of Chicago approving this Agreement on \_\_\_\_\_, 2024.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date first set forth above.

**CITY OF CHICAGO**

**CHICAGO HOUSING AUTHORITY**

By: \_\_\_\_\_  
Patricia Jackowiak, Director  
Dept. of Administrative Hearings

By: \_\_\_\_\_  
Sheila Johnson  
Deputy Chief Procurement Officer

Approved as to Legality and Form:  
Chicago Housing Authority  
Office of the General Counsel

By: \_\_\_\_\_  
Ellen Harris  
Chief Legal Officer

[(Sub)Exhibit 1 referred to in this Fifth Intergovernmental Agreement with Chicago Housing Authority unavailable at time of printing.]

MODIFICATION OF CITY LOTS FOR WORKING FAMILIES PROGRAM FOR FEE REDUCTIONS AND WAIVERS REGARDING REDEVELOPMENT AGREEMENT FOR RECLAIMING ROSELAND PROJECT.

[O2024-0009638]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by Alderperson Beale for the modification of fee reduction and waivers regarding redevelopment agreement for Reclaiming Roseland Project (9<sup>th</sup> Ward)(O2024-0009638), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 an ordinance adopted by the City Council (the "City Council") of the City on April 17, 2024 (the "Original Ordinance"), the City approved the sale of thirty-five (35) vacant City-owned lots to Hope Center Foundation, an Illinois not-for-profit corporation (the "Developer"), under the City Lots for Working Families Program (the "Reclaiming Roseland Project"); and

WHEREAS, The Reclaiming Roseland Project is part of the City's commitment to sell up to 500 City Lots (as hereafter defined) in increments of 125 or less to members of United Power for Action and Justice, 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, The City Lots for Working Families Program was created by ordinance adopted by the City Council on November 8, 2017 and published at pages 59287 through 59295 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "Program Ordinance"); and

WHEREAS, The Program Ordinance authorizes the City 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") for the construction of eight (8) to twenty (20) single-family homes and/or two-flats (each such single-family home or two-flat, a "Home"); (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, The City wishes to modify the City Lots for Working Families Program for the Reclaiming Roseland Project to allow the Developer to construct Homes on each of the City Lots identified in the Original Ordinance and conveyed to the Developer, instead of the maximum number of twenty (20); and

WHEREAS, The City further wishes to modify the City Lots for Working Families Program for the Reclaiming Roseland 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; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The foregoing recitals are expressly adopted as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The modifications to the City Lots for Working Families Program as set forth in the recitals are hereby approved for the Reclaiming Roseland Project.

SECTION 3. The Commissioner of the Department of Housing (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 redevelopment agreement with the Developer for the Reclaiming Roseland Project ("Redevelopment Agreement"), which shall, among other things, reduce or waive certain fees as set forth on Exhibit A attached hereto, waive MBE/WBE Requirements (as defined in the Program Ordinance) and waive City Residency Hiring Requirements (as defined in the Program Ordinance). The Commissioner and the Commissioner's designee are further authorized to execute such other documents as may be necessary or appropriate to carry out and comply with the provisions of the Original Ordinance, as amended by this ordinance, and the Redevelopment Agreement, 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 4. The last sentence of Section 4 of the Original Ordinance is hereby amended to provide that the deed conveying the City Lots to the Developer shall be subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 5. The Reclaiming Roseland 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 Reclaiming Roseland Project.

SECTION 6. 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 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*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.

FIRST AMENDMENT TO LEASE AGREEMENT WITH TFO REVA GOLUB BURNHAM LLC FOR USE OF OFFICE SPACE AT 111 W. WASHINGTON ST. BY CHICAGO DEPARTMENT OF PUBLIC HEALTH.

[O2024-0009601]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 6, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 5, 2024 and to which was referred an ordinance introduced by the Department of Fleet and Facility Management for the first amendment to lease agreement with Chicago Department of Public Health for use of office space at 111 West Washington Street (34<sup>th</sup> Ward) (O2024-0009601), 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 vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through its Department of Assets, Information and Services, as predecessor to the Department of Fleet and Facility Management ("2FM"), entered into that certain Office Lease Agreement dated January 23, 2024, attached hereto as Exhibit A (the "Office Lease") with TFO REVA Golub Burnham LLC, a Delaware limited liability company (the "Building Owner"), pursuant to which the City leased 35,633 square feet of office space in the building located at 111 West Washington Street, Chicago, Illinois 60602 (the "Building"); and

WHEREAS, The Commissioner of 2FM (the "Commissioner") entered into the Office Lease pursuant to her authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, After 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, The 180-day period allowed under Section 2-51-050 (12) for the Office Lease will expire on July 21, 2024; and

WHEREAS, The City is evaluating the purchase of the Building to satisfy current and anticipated space needs and to consolidate city employees in a central location near City Hall; and

WHEREAS, In order to undertake appropriate due diligence, the City has determined that it is necessary to extend the term of the Office Lease; 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 2FM is hereby authorized to negotiate, execute and deliver a First Amendment to Lease in substantially the form attached hereto as Exhibit B, subject to the approval of the City's Corporation Counsel as to form and legality. The Commissioner of 2FM is further authorized to negotiate, execute and deliver such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

*Office Lease Agreement.*

**111 W. WASHINGTON STREET -- OFFICE LEASE AGREEMENT SCHEDULE**

The following schedule ("**Schedule**") is an integral part of this Lease. Terms defined in this Schedule shall have the same meanings throughout this Lease.

- |    |   |   |
|----|---|---|
| A. | Building:   | Burnham Center located at 111 W. Washington Street, Chicago, Illinois 60602   |
| B. | Landlord:   | TFO REVA Golub Burnham, LLC, a Delaware limited liability company   |
| C. | Tenant:   | City of Chicago, an Illinois municipal corporation  |
| D. | Premises:   | 35,633 rentable square feet of office space on the fourth floor of the Building, as shown in <u>Exhibit A</u>   |
| E. | Place of Payment of Rent:                           | TFO REVA Golub Burnham, LLC<br>c/o Golub Realty Services LLC<br>625 North Michigan Avenue, Suite 2000<br>Chicago, Illinois 60611<br>Attention: Vice President/Commercial Properties   |
|    |   | If sent via wire transfer or Automated Clearing House:  |
|    |   | Bank Name: _____  |
|    |   | ABA Routing Number: _____   |
|    |   | Credit to Account of: _____   |
|    |   | Account Number: _____   |
| F. | Permitted Use.                                      | General office, including the use of portions of the Premises for a lunchroom, the operation of vending machines, coffee machines, microwave ovens, refrigerators, electronic data processing equipment, computer room, telephone switch, computer equipment, conference rooms and other functions and facilities generally used in space leased for general office purposes in first class office buildings in downtown Chicago. |
| G. | Landlord's Broker:                                  | Golub Realty Services LLC   |
| H. | Commencement Date:                                  | January __, 2024  |
| I. | Termination Date:                                   | 180 days after the Commencement Date  |
| J. | Initial Improvements                                | As described in <u>Exhibit B and B-1</u> attached hereto, to be completed at Tenant's sole cost.  |
| K. | Base Rent:  | \$74,235.42 per month   |
| L. | City's Pro-Rata Share of Operating Costs and Taxes: | 6.094%  |
| M. | Base Year for Tax and Operating Costs:              | 2024  |
| N. | Security Deposit:                                   | None  |

This OFFICE LEASE AGREEMENT ("Lease" or "Agreement") is made as of January 23, 2024 (the "Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation (the "City" or "Tenant"), and TFO REVA GOLUB BURNHAM, LLC, a Delaware limited liability company (the "Landlord").

### RECITALS

**WHEREAS**, the Landlord owns the 111 W. Washington building commonly known as Burnham Center (the "Building"), which is located at 111 W. Washington Street, Chicago, Illinois 60602. The term "Project" means the Building and the land (including all easements appurtenant thereto) thereunder. The term "Premises" shall refer to that part of the fourth floor of the Building, consisting of 35,633 rentable square feet of office space, as shown in Exhibit A; and

**WHEREAS**, the Landlord wishes to lease to Tenant and Tenant wishes to lease from the Landlord the Premises for the Permitted Use, as defined in the Schedule, commencing on the Effective Date.

**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, Tenant and Landlord agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of Tenant and the Landlord.
2. Grant. Subject to the terms and conditions set forth herein, the Landlord hereby leases to Tenant and Tenant hereby leases from the Landlord the Premises for the Permitted Use.
3. Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall end one hundred and eighty days (180) days after the Effective Date ("Termination Date").
4. Holding Over. Tenant shall have no right to holdover possession of the Premises after the expiration of the Term or early termination of this Lease without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, Tenant shall pay Landlord Rent (hereinafter defined) at one hundred percent (100%) of the Rent due for the month immediately prior thereto for each month (or any part of a month in which event Rent for the entire month shall be paid) Tenant thus remains in possession ("Holdover Rent"), and in addition thereto, shall pay to Landlord actual damages reasonably incurred by reason of Tenant's retention of possession. If and when the period of holding over exceeds one hundred eighty (180) days, the Holdover Rent shall increase to one hundred fifty percent (150%) of the Rent due for the month immediately prior to the holding over, and in addition thereto, Tenant shall pay to Landlord its direct and consequential damages reasonably incurred by reason of Tenant's retention of possession. Such holding over shall constitute a month-to-month tenancy for

the first one hundred eighty (180) days and thereafter a tenancy at sufferance, in any case at the Holdover Rent stated hereinabove and in accordance with all the other terms and conditions (with the exception of those stated in this **Section 4**) as stated in this Agreement. The provisions of this section and the acceptance of Rent or other payments shall not operate as a waiver of Landlord's rights of reentry or any other right hereunder

5. **Rent.** Tenant shall pay the following Rent to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. "**Rent**" as used in this Lease means Base Rent and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind. Rent for any partial month during the Term shall be prorated.

(a) **Base Rent.** "**Base Rent**" in monthly installments due in advance by the 10<sup>th</sup> day of each calendar month, with the first monthly installment of Base Rent payable no later than ten (10) days after Tenant's execution of this Agreement. The following table identifies Base Rent during the Term of this Agreement:

Rate per R.S.F.	Annual Base Rent	Monthly Base Rent
\$25.00	\$890,825.04	\$74,235.42

(b) **Base Year.** The "**Base Year**" for Tax and Operating Costs, hereinafter defined, shall be 2024.

(c) **Proportionate Share.** Landlord represents that the approximate rentable square footage of the Building is 584,679 square feet, and that the Premises contains approximately 35,633 rentable square feet. Based on these numbers, Tenant's Proportionate Share of Operating Costs and Taxes is 6.094%.

(d) **Operating Cost Share Rent.** Tenant's Proportionate Share of Operating Costs for the applicable Year of this Agreement, in excess of the amount incurred or paid during the Base Year, paid monthly in advance in an estimated amount.

(e) **Tax Share Rent.** Tenant's Proportionate Share of Taxes for the applicable Year of this Agreement, in excess of the amount incurred or paid during the Base Year, paid monthly in advance in an estimated amount.

(f) **Additional Rent.** The amount of all Operating Cost Share Rent, Tax Share Rent, costs, expenses, liabilities, and amounts which Tenant is required to pay under this Agreement, excluding Base Rent, but including any interest for late payment of any item of Rent.

(g) **Operating Costs.** Any expenses, costs and disbursements of any kind other than Taxes, paid or incurred by Landlord in connection with the management (including the salary of Landlord's Director of Operations), maintenance, operation, insurance, repair, replacement and other related activities in connection with any part of the Project, the common areas and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including without limitation, the cost of providing those services required to be

furnished by Landlord under this Agreement. Operating Costs shall also include the costs of any capital improvements which are intended to reduce Operating Costs or improve safety, and those made to keep the Project in compliance with applicable laws (collectively, "**Included Capital Items**"); provided, that the costs of any Included Capital Item shall be amortized by Landlord, together with an amount equal to interest at ten percent (10%) per annum, over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term.

(h) *Excluded Operating Costs.* Operating Costs shall not include: costs of alterations of tenant premises; costs of capital improvements other than Included Capital Items; interest and principal payments on mortgages or any other debt costs (including without limitation interest, fines and penalties on late payments), or rental payments on any ground lease of the Project; real estate brokers' leasing commissions and legal fees related to leasing and defaults by other tenants in the Project.

(i) *Taxes.* Any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Project, which Landlord shall pay or become obligated to pay or are levied in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the land on which the Premises are located or of the personal property, fixtures, machinery, equipment, systems and apparatus owned by Landlord and used in connection therewith. Taxes shall include real estate taxes, personal property taxes, if any, sewer rents, water rents, special or general assessments, transit taxes, ad valorem taxes, and any tax levied on the rents hereunder or the interest of Landlord under this Agreement ("**Rent Tax**"). Taxes shall also include all reasonable attorneys' fees and other costs and expenses paid by Landlord in reviewing any tax and in seeking a refund or reduction of any Taxes, whether or not Landlord is ultimately successful.

For any year during the Term, the amount to be included in Taxes (a) from taxes or assessments payable in installments, shall be the amount of the installments due and payable during such year, and (b) from all other Taxes, shall at Landlord's election be the amount accrued, assessed, or otherwise imposed for such year or the amount due and payable during such year. Any refund or other adjustment to any Taxes by the taxing authority shall apply to the year for which the adjustment is made and shall be adjusted by Landlord upon issuance of the Operating Cost and Tax Share Report (defined below).

Taxes shall not include any net income (except Rent Tax), capital, stock, succession, transfer, franchise, gift, estate or inheritance tax, except to the extent that such tax shall be imposed in lieu of any portion of Taxes.

(j) Following the end of each calendar year during the Term, Landlord shall reconcile the actual Operating Costs and Taxes and provide Tenant with an Operating Cost and Tax Share Report. Within ten (10) business days after such delivery, Tenant shall pay to Landlord the amount due from Tenant minus the amount paid by Tenant during the prior year. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Operating Cost and Tax Share Rent next coming due if any. In the event the Term has not been

extended or there is no Operating Cost and Tax Share Rent due, Landlord shall refund the overage to Tenant concurrent with the delivery of the Operating Cost and Tax Share Report.

6. **Default Interest.** Any sum due from Tenant to Landlord not paid within five (5) days following the date when due (unless another time period is specified herein) shall bear interest from the date due until paid at the annual rate equal to seven percentage points in excess of the rate of interest announced from time to time by Chase Bank at Chicago, Illinois, or any successor thereto, as its corporate Base Rate, changing as and when said corporate Base Rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

7. **Condition of Premises.** Landlord is leasing the Premises and all fixtures, machinery and equipment therein and thereon to Tenant on an "AS IS/WHERE-IS/WITH ALL FAULTS" basis, without any obligation to alter, remodel, improve, repair or decorate any part of the Premises, except as otherwise expressly set forth herein regarding the Initial Improvements. Except as otherwise expressly stated herein, Landlord has made no representation or warranty, express or implied, regarding the condition of the Building or the condition of the Premises. Tenant is hereby advised that asbestos and asbestos containing materials may have been used in the construction of the Building. Tenant shall maintain the Premises and cause alterations to be performed to the Premises only in a manner such that any asbestos does not become friable or airborne, or violate any Environmental Laws (as hereafter defined). Landlord represents that as of the date of this Agreement, to the best of Landlord's knowledge, the Building is in substantial compliance with all applicable federal, state and local statutes, regulations, codes and ordinances, and Landlord covenants that it will keep the Building (except for the Premises which shall be the City's sole obligation and responsibility) in substantial compliance with all applicable laws for the Term of this Agreement at its sole cost and expense.

8. **Improvements.** Except for non-Material Alterations (defined below), Tenant shall not make any improvements or alterations to the Premises ("**Improvements**") without in each instance submitting plans and specifications for the Improvements to Landlord and obtaining Landlord's prior written consent. Tenant shall pay Landlord's standard charge for review of the plans and all other items submitted by Tenant. Landlord will be deemed to be acting reasonably in withholding its consent to any Improvements which (a) impacts the base structural components or systems of the Project, (b) impacts any other tenant's premises, (c) is visible from outside the Premises, or (d) is otherwise reasonably objectionable to Landlord. Landlord's sole interest in reviewing and approving such documents is to protect Landlord's interests, and no such review or approval by Landlord shall be deemed to create any liability of any kind on the part of Landlord, or constitute a representation on the part of Landlord or any person consulted by Landlord in connection with such review and approval that such plans or other documents are correct or accurate, or are in compliance with any applicable laws.

The following requirements shall apply to all Improvements:

(a) The Improvements shall be performed in a good and workmanlike manner, meeting the standard for construction and quality of materials in the Project, and shall comply with all insurance requirements and all applicable laws.

(b) Tenant shall perform all Improvements so as to minimize or prevent disruption to other tenants or owners of the Project, and Tenant shall comply with all reasonable requests of Landlord in response to complaints from other tenants and other owners and occupants of the Project.

(c) Tenant shall perform all Improvements in compliance with Landlord's "Policies, Rules and Procedures for Construction Projects," if any, in effect at the time the Improvements are performed.

(d) Except for the Initial Improvements and non-Material Alterations, Tenant shall permit Landlord, its architect, engineer and/or consultant to supervise all Improvements. Excluding the Initial Improvements and non-Material Alterations, Landlord may charge a supervisory fee in the amount of five percent (5%) of labor, material, and all other costs of the work. Tenant must present for Landlord's prior approval all contracts and lien waivers. Unless Tenant is using its own employees, at Landlord's option, Improvements may be required to be performed through a construction escrow at a Landlord approved title company. Landlord will review all draws submitted to confirm that all contractors working on the Premises are paid in a timely manner. All sums needed for construction will be properly escrowed with said title company.

(e) Upon completion, Tenant shall furnish Landlord with contractor's affidavits and full and final statutory waivers of liens, as-built plans and specifications, and receipted bills covering all labor and materials, and any other close-out documentation required in Landlord's then existing "Policies, Rules and Procedures for Construction Projects," if any.

Tenant may make "**non-Material Alterations**" without submitting plans and specifications and obtaining Landlord's prior written consent. The term "non-Material Alterations" means those alterations that are purely decorative in nature (i.e., paint, carpeting, fixturing, installation of cabinets), are not visible from the exterior of the Premises and the cost of which does not exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate in each twelve (12) month period, provided that any such non-Material Alteration (i) does not require a permit from applicable governmental authorities, (ii) does not affect the proper functioning of any Building system, utility service or plumbing or electrical lines, and (iii) does not violate any applicable laws (as hereinafter defined), and provided further that Tenant provides Landlord with not less than ten (10) days' prior written notice of its intention to perform such non-Material Alteration.

(f) No Liens. Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Project; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to Tenant, then Tenant shall at its expense within ten (10) days thereafter either discharge or contest the lien or claim. If Tenant contests the lien or claim, then Tenant shall (i) within such ten (10) day period, provide Landlord adequate security in Landlord's sole judgment for the lien or claim, (ii) contest the lien or claim in good faith by appropriate proceedings that operate to stay its enforcement, and (iii) pay promptly any final adverse judgment entered in any such proceeding. If Tenant does not comply with these requirements, Landlord may

discharge the lien or claim, and the amount paid, as well as reasonable attorney's fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand.

(g) Ownership of Improvements. All Improvements as defined in this Section, partitions, hardware, equipment, machinery (excluding Tenant's personal property) and all other improvements and all fixtures, except trade fixtures, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of this Agreement or of Tenant's right to possession, or (b) be removed in accordance with Subsection 5(h) below (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal).

(h) Removal at Termination. Upon the termination of this Agreement or Tenant's right of possession, Tenant shall remove from the Building its trade fixtures, furniture, wiring and cabling installed by or at the request of Tenant (if requested by Landlord), moveable equipment and other personal property, any Improvements which Landlord elects shall be removed by Tenant. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. If Tenant does not timely remove such property, then Tenant shall be conclusively presumed to have, at Landlord's election (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all reasonable expenses arising out of Tenant's failure to remove such property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any reasonable expenses incurred for disposition.

(i) Painting and Displays by Tenant. Tenant shall not paint or decorate any part of the exterior of the Premises, or any part of the interior of the Premises visible from the exterior thereof, without first obtaining Landlord's written approval.

9. Insurance.

(a) City's Insurance. Tenant shall procure (or otherwise secure) and maintain at all times during the Term, at Tenant's own expense, the insurance coverages and requirements specified below, as Landlord shall reasonably require from time to time, insuring the Premises and all operations related to this Agreement:

(i) Worker's Compensation and Employer's Liability. Worker's Compensation as prescribed by applicable law, covering all employees who are to provide a service at the Premises, and Employer's Liability Insurance with limits of not less than \$500,000 per 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.

(iii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with the Premises, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.

(iv) All Risk Property. All Risk Property Insurance coverage shall be maintained by Tenant for full replacement value to protect against loss of, damage to, or destruction of the Premises, including, without limitation, glass partitions, and any tenant improvements installed at Tenant's own expense.

Tenant shall be responsible for all loss of or damage to personal property (including, but not limited to, materials, equipment, tools, and supplies) owned, rented, or used by Tenant in the Premises and any Business Interruption loss.

(v) Self-Insurance. Tenant has elected to self-insure to meet the above requirements and Tenant will provide a self-insurance letter. Tenant shall notify Landlord in writing if Tenant procures insurance policies to meet any of the insurance requirements in this Section 8, and shall cause Landlord, and if any, Landlord's building manager or agent and mortgagee, to be named on all such policies as an additional insured on a primary, non-contributory basis.

(vi) Alterations, Moving. Tenant will cause its contractors and subcontractors to provide to Landlord, before performing work in the Premises, certificates of insurance evidencing workers compensation and employers' liability, auto liability with limits not less than \$1,000,000 each accident and commercial general liability insurance including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, in the amount of not less than \$1,000,000. All liability insurance (except employers' liability) must name Landlord, and if any, Landlord's building manager or agent and mortgagee as an additional insured. Before allowing Tenant's contractors, subcontractors or movers to enter the Building, Landlord may require that they provide evidence of the foregoing insurance.

Tenant's contractor's insurance shall be primary and not contributory to that carried by Tenant, Landlord, their agents or mortgagees. The limits of insurance required by this Agreement, or as carried by Tenant and Landlord, will not limit the liability of Tenant or Landlord or relieve Tenant or Landlord of any obligation thereunder. Any deductibles selected by Tenant and Landlord will be the sole responsibility of Tenant and Landlord.

(b) Landlord's Insurance. Landlord shall maintain property damage and liability insurance with such terms, coverages and conditions as are normally carried by reasonably prudent Landlords of properties similar to the Project.

10. Mutual Waiver of Claims. Notwithstanding any other provisions herein, to the fullest extent permitted by applicable law, Landlord and Tenant hereby waive and release the other from all claims and rights of recovery each may have against the other and its agents and employees for any loss or damage to any real or personal property, which loss or damage is insured against, or required to be insured against, pursuant to Section 8 hereof (or, with respect to Tenant, would have been covered if the required insurance had been purchased from an insurance company). These waivers shall apply regardless of fault or negligence, and shall apply to all such loss or damage without regard to the amount of insurance proceeds, if any, actually collected or collectible. Landlord and Tenant intend that the risk of loss or damage as described above shall be borne by responsible insurance carriers (or, as applicable, Tenant's self-insurance program) to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers (or, as applicable, Tenant's self-insurance program) in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. Landlord and Tenant each, on behalf of their insurers, waive any right of subrogation that such insurers may have against the other to the extent that the loss or damage is required to be insured against pursuant to Section 8 hereof. Landlord and Tenant covenant with each other that they will each obtain for the benefit of the other a waiver of any right of subrogation from their respective insurers.

11. Indemnification.

(a) Each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), and the Indemnified Party's officers, agents, employees, contractors, subcontractors and consultants, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Losses") for the death of or injury to persons or damage to property incurred in connection with, arising out of or incident to any act or omission of the Indemnifying Party or its agents, employees, contractors, subcontractors or consultants in their use of the Premises or the Project, except (i) to the extent such Losses result from a default by the Indemnified Party under this Lease or the willful misconduct or negligent act or omission of the Indemnified Party or its officers, agents, employees, contractors, subcontractors or consultants, or (ii) to the extent of any insurance proceeds received (or receivable) by the Indemnified Party or payable under the Indemnified Party's insurance (or which would have been received or receivable had the Indemnified Party maintained the insurance required by this Lease) as a result of the Indemnified Party's contributory culpability, or (iii) to the extent the loss or damage is to property and the Indemnified Party has waived its right to recover the cost of such loss or damage under Section 10 hereof. The foregoing indemnity shall survive any termination of this Agreement.

(b) To the fullest extent permitted by applicable law, each party agrees not to assert, and hereby waives, in any legal action or other proceeding, any claim against the other party, on any theory of liability, for special, indirect, consequential, special, exemplary or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or the transactions contemplated hereby, unless explicitly stated otherwise in this Agreement.

12. Default; Remedies.

(a) A "**Default**" by Tenant shall occur if Tenant fails to pay any Rent when due, and such failure is not cured within five (5) days after written notice that the same is past due; or Tenant fails to perform any other obligation ("**Non-Monetary Default**") to Landlord under this Agreement, and this Non-Monetary Default continues for twenty (20) days after written notice from Landlord, except that if Tenant begins to cure its Non-Monetary Default within the twenty (20) day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its Non-Monetary Default, the twenty (20) day period shall be extended as is reasonably necessary to complete the cure.

(b) Termination of Lease or Possession. If Tenant is in Default, Landlord may elect either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises and may, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

(c) Termination Damages. If Landlord terminates this Lease, Tenant shall pay to Landlord all Rent due on or before the date of termination, plus the aggregate Rent that would have been payable from the date of termination through the Termination Date, discounted to present value at the rate of five percent (5%) per annum. If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and any reletting expenses or concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting.

(d) Possession Termination Damages. If Landlord terminates Tenant's right to possession without terminating this Lease, and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant areas in the Building. Any proceeds from reletting the Premises shall first be applied to the Costs of Reletting, defined as including redecoration, repair, alteration, advertising, brokerage, value of concessions granted, legal, and other expenses. If the reletting proceeds after payment of Costs of Reletting are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord. Landlord shall take reasonable measures to the extent required by law to relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Reasonable measures shall not obligate Landlord to show the Premises before showing other space in the Building to a prospective tenant.

(e) Landlord's Remedies Cumulative. All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by

Landlord of any breach of any obligation by Tenant shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment, partial or otherwise, by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of this Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance, and such sums shall bear interest at the default interest rate until paid.

**(f) WAIVER OF TRIAL BY JURY; JURISDICTION; VENUE. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER JURISDICTION, VENUE OR INCONVENIENT FORUM.**

**(g) Attorney's Fees.** Should either party bring an action against the other party to enforce or interpret this Lease, including in state or federal court actions or proceedings, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief. The non-prevailing party shall also be obligated to pay reasonable attorneys' fees and costs incurred in any post-judgment proceedings to enforce and collect the judgment, which obligation shall survive the merger of this Lease into any judgment on this Lease. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Tenant shall also pay all reasonable attorneys' fees and costs Landlord incurs in defending this Lease or otherwise protecting Landlord's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Tenant or this Lease, including all motions and proceedings related to relief from an automatic stay, lease assumption or rejection, use of cash collateral, claim objections, disclosure statements and plans of reorganization. In addition, if as a result of any breach or default by Tenant under this Lease, Landlord uses the services of an attorney in order to secure compliance with this Lease, Tenant shall reimburse Landlord upon demand as Additional Rent for any and all reasonable attorneys' fees and expenses incurred by Landlord, whether or not formal legal proceedings are instituted, including the costs of preparing and serving demand letters, default notices and similar non-judicial enforcement activities. Further, whenever Tenant requests Landlord's consent or submits documents for Landlord's review, Tenant shall pay to Landlord all reasonable costs, including reasonable attorneys' fees, incurred by Landlord in connection with such request or submittal.

13. Notices. All notices, consents, approvals and similar communications to be given by one party to the other under this Agreement, shall be given in writing, mailed, by overnight courier service, or personally delivered as follows:

If to City: City of Chicago  
 Department of Fleet and Facility Management  
 Bureau of Asset Management  
 30 N. LaSalle Street, Room 300  
 Chicago, Illinois 60602  
 Attn: Commissioner

With a copy to: City of Chicago  
 Department of Law  
 121 N. LaSalle Street, Room 600  
 Chicago, Illinois 60602  
 Attn: Real Estate and Land Use Division

If to Landlord: TFO REVA Golub Burnham, LLC  
 c/o Golub Realty Services LLC  
 625 North Michigan Avenue, Suite 2000  
 Chicago, Illinois 60611  
 Attention: Vice President/Commercial Properties

With a copy to: TFO REVA Golub Burnham, LLC  
 c/o Golub Realty Services LLC  
 111 West Washington Street  
 Chicago, Illinois 60602  
 Attention: Property Manager

Schoenberg Finkel Beederman Bell Glazer LLC  
 300 S. Wacker Drive, Suite 1500  
 Chicago, IL 60606  
 Attn: Michael S. Friman.

or to such other person at such other address as Landlord may designate by notice to Tenant.

14. Assignment. Tenant shall not, without the prior consent of Landlord in each case, make or allow any assignment or transfer, by operation of law or otherwise, of this Agreement or of any part of Tenant's interest herein.

15. Estoppel Certificate. From time to time, Tenant agrees to furnish to Landlord, Landlord's mortgagee or any third party designated by Landlord, within ten (10) business days after Landlord has made a written request, a written estoppel certificate signed by Tenant or an authorized signatory of Tenant confirming and certifying to such party, as of the date of such estoppel certificate, (i) that Tenant is in possession of the Premises; (ii) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (iii) that Tenant has no offsets, claims or defenses against Rent or the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant under this Lease (or, if so, specifying the same in detail); (iv) the dates through which Base Rent and Additional Rent have been paid; (v) that Tenant has no

knowledge of any then uncured defaults on the part of Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (vi) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); (vii) the amount of any Security Deposit held by Landlord; (viii) that, to Tenant's actual knowledge, there are no actions, whether voluntary or otherwise, pending against Tenant or this Lease (or if Tenant has knowledge of any such actions, specifying the same in detail); and (ix) other matters reasonably requested by Landlord or such other party. If Tenant fails to deliver the estoppel certificate described above within such ten (10) business day period, and such failure continues for an additional five (5) business days after notice, Tenant acknowledges and agrees that Landlord is then authorized to act as Tenant's attorney-in-fact to execute the estoppel certificate on behalf of Tenant, and Tenant will be bound by the terms of the estoppel certificate prepared and executed by Landlord.

16. **Force Majeure.** Neither party shall be in default under this Lease to the extent it is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, terrorist attack, national emergency, contagion, epidemic, pandemic, quarantine, cyberattack or any other cause of any kind beyond the reasonable control of such party ("**Force Majeure**"), except that Force Majeure shall not apply to either party's inability to complete any financial obligations pursuant to this Lease or the timely payment of premiums to maintain Tenant's insurance required under this Lease.

17. **Prohibited Uses:** In addition to other restrictions on the use of the Premises, Tenant may not use or permit the use or occupancy of the Premises as a school (including, without limitation, a school that teaches digital arts, entertainment technology, film, computer animation or recording arts). Further, the Premises shall not be used or occupied for any purpose or use which would violate any agreements affecting the Premises, Landlord, or the Project, including, without limitation, any so-called exclusive agreements concerning the goods, services or products identified on Exhibit C attached hereto and made a part hereof. It is understood that Landlord has granted such exclusive agreements and imposed other restrictions and use prohibitions (and may in the future so grant or impose such exclusive agreements, restrictions and use prohibitions, provided the same will not have a materially adverse effect on the Permitted Use) for the benefit of certain tenant(s) or other occupant(s) at the Project, and Tenant acknowledges that such tenant(s) and occupant(s) are third party beneficiaries of such exclusives, restrictions and use prohibitions and shall be entitled to enforce the same directly against Tenant in the event of a violation thereof by Tenant.

18. **Fire and Other Casualty.**

(a) **Termination.** If a fire or other casualty causes substantial damage to the Project or the Premises, and Tenant is unable to conduct the Permitted Use within the Premises, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after the casualty and Rent shall abate from the date of the casualty in proportion to any part of the Premises which has been untenable whether due to lack of access or building services from and after the casualty. If Tenant does not terminate the Lease pursuant to the preceding sentence, Landlord shall engage a registered architect to certify within one (1) month after the casualty to both Landlord and Tenant the amount of time needed to restore the Project or access to the Building or Premises, or building services to the Premises and the Premises to tenantability, using standard

working methods. If the time needed exceeds twelve (12) months from the beginning of the restoration, or two (2) months therefrom if the restoration would begin during the last twelve (12) months of this Lease, then in the case of the Premises, either Landlord or Tenant may terminate this Lease, and in the case of the Project, Landlord may terminate this Lease, by notice to the other party within ten (10) days after the notifying party's receipt of the architect's certificate. The termination shall be effective thirty (30) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement for any portion of the Premises which has been untenable whether due to lack of access or building services from and after the casualty.

(b) Restoration. If a casualty causes damage to the Project, prevents access to or disrupts essential building services to the Premises but this Lease is not terminated for any reason, then subject to the rights of any mortgagees or ground lessors, Landlord shall obtain the applicable insurance proceeds and diligently restore the Project and the Premises subject to current governmental requirements. Tenant shall replace its damaged improvements, personal property and fixtures. Rent shall be abated on a per diem basis during the restoration for any portion of the Premises which is untenable.

19. Eminent Domain. If a part of the Project is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the Permitted Use, then either party may terminate this Lease effective as of the date of the taking. If any substantial portion of the Project is taken without affecting the Premises or access to the Building, then Landlord may terminate this Lease as of the date of such taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for a taking of any kind shall be paid to Landlord, and Tenant shall have no right to share in the award but shall be permitted to pursue any separate award available to Tenant provided such award does not diminish any award or compensation available to Landlord. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

20. Landlord's Rights. Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior non-storefront portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Project in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, (iv) the basement of the Building, if any, and (v) areas within the Premises necessary for utilities, services, safety and operation of the Project that will not materially interfere with Tenant's use of the Premises, including all building systems and equipment and fire stairways. Landlord shall have the right to: (a) inspect the Premises, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Agreement, provided that Landlord gives reasonable advance notice to Tenant and uses commercially reasonable efforts to minimize any disruption in the conduct of business by Tenant (except in cases of emergency, when no notice shall be required); (b) to make repairs or alterations to the Project and in doing so transport any required material through the Premises, provided Landlord repairs all damage to the Premises and Project, including but not limited to: all trade fixtures, furniture, machinery, equipment and other personal property within the Premises caused by such transport, (c) to close entrances, doors, corridors, elevators and other facilities in the Project, provided Tenant has reasonable access to the Premises, (d) to temporarily open any ceiling in the Premises (provided such work will not

materially interfere with the City's use of the Premises), or to temporarily suspend services or use of common areas in the Building. Landlord may do or permit any work on any nearby building, land, street, alley or way. Landlord may install, use and maintain through the Building and the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises.

21. Amendment. This Agreement may not be amended or modified without the written consent of Tenant and the Landlord hereto.

22. Entire Agreement. This Agreement embodies the entire agreement and understanding between Tenant and the Landlord regarding the Permitted Use and Tenant's lease of the Premises. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

24. Maintenance. Other than janitorial services, heat and air conditioning, cold water for drinking and toilet purposes, electricity and elevator service, which Landlord will provide in a manner comparable to services generally furnished to tenants in other similar office buildings, Tenant acknowledges that the Landlord will not have any maintenance responsibilities for the Premises during the Term of this Agreement. Tenant shall maintain the Premises in good condition during the Term of this Agreement at its own cost. Tenant shall, at its own cost and expense, maintain the Premises in good repair and in a neat and clean, first class condition. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant and (ii) the moving of any property into or out of the Premises. Landlord shall, at its own cost and expense, repair or restore any damage or injury to all or any part of the Premises caused by Landlord or Landlord's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Landlord and (ii) the moving of any property into or out of the Premises.

25. Utility Payments. To the extent utilities are separately metered, Tenant shall pay, directly to the utility company providing service, for all water gas, electric, heat, light, power, sewer, telephone and other utilities used in the Premises (collectively, "Utility Payments"). Electricity shall be distributed to the Premises by Landlord. Landlord reserves the right, in its sole discretion and at its own expense, to install a submeter at any time during the term of the Lease. No disconnection of electricity service shall result in any liability of Landlord to Tenant or be deemed to be an eviction or a disturbance of Tenant's use of the Premises. Tenant shall be responsible for the cost of repair and replacement of all lamps, bulbs, ballasts and starters used in the Premises, which shall be provided and installed by Landlord.

26. Telephone/Data Services/Internet. Tenant shall make arrangements directly with a utility company servicing the Building for such telephone, data and internet service in the Premises as may be desired by Tenant. Any telegraphic, telephonic, burglar alarm, computer installations or signal service desired by Tenant shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld. If such approval is given, Landlord shall direct where and how all connections and wiring for such service shall be introduced and run. Subject to the foregoing, any such service shall be installed and maintained by Tenant at Tenant's sole expense. In the absence of Landlord's prior written approval, Tenant shall make no borings or cutting or install any wires or cables in or about the Premises.

27. Building Rules. Tenant agrees to conform to all rules and regulations which Landlord has, or may from time to time, make or promulgate in the management and use of the Premises; and cause conformance to all such rules and regulations by its agents, employees, contractors, subcontractors and consultants.

28. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

29. Security. Landlord and Tenant recognize the existence of certain societal problems which, depending on the circumstances at the time, may necessitate the employment of certain reasonable security measures in the day-to-day operation of the Premises and Building. Tenant hereby agrees to the exercise, if any, by Landlord and its agents of such reasonable security measures, including but not limited to, the search of all persons entering or leaving the Premises, the evacuation of the Building for cause, suspected cause, or for drill purposes, the denial of any access to the Building, and other similarly related actions that Landlord deems reasonably necessary to prevent any threat of property damage or bodily injury. Except as provided in Section 11, the exercise of such security measures by Landlord and the resulting temporary interruption of service and/or temporary cessation of Tenant's business, if any, shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for any resulting damages, or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Notwithstanding any contrary provision, term or other language within this Lease, Tenant shall be solely responsible for all security and life safety issues within the Premises. Notwithstanding the foregoing, and subject to Landlord's prior approval, not to be unreasonably withheld, Tenant shall have the right to install security devices within the Premises and to undertake enhanced security procedures therein, provided further that Tenant's activities in this regard do not interfere with Landlord's rights. Building security services are currently provided twenty-four hours a day, every day. Landlord reserves the right in its sole discretion to change the hours for Building security services and to institute such measures as it deems appropriate.

30. Surrender. Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and broom clean condition, ordinary wear and tear and casualty damage and condemnation excepted.

31. Conveyance by Landlord. If Landlord shall at any time transfer its interest in the Project or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any security deposit not delivered to its transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

32. Subordination to Ground Leases and Mortgages.

(a) Subordination. This Lease shall be subordinate to any present or future ground lease or mortgage respecting the Project, and any amendments to such ground lease or mortgage, at the election of the ground lessor or mortgagee as the case may be, effected by notice to Tenant in the manner provided in this Lease. The subordination shall be effective upon such notice, but at the request of Landlord or ground lessor or mortgagee, Tenant shall within ten (10) business days after the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, nor the consent of, Tenant.

(b) Termination of Ground Lease or Foreclosure of Mortgage. If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given and the ground lessor, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Project, Tenant shall attorn to such ground lessor or mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor or mortgagee or purchaser shall be liable as Landlord only during the time such ground lessor or mortgagee or purchaser is the owner of the Project. At the request of Landlord, ground lessor or mortgagee, Tenant shall execute and deliver within ten (10) business days after the request any document furnished by the requesting party to evidence Tenant's agreement to attorn.

(c) Security Deposit. Any ground lessor or mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent such security deposit is received by such ground lessor or mortgagee.

(d) Notice and Right to Cure. Tenant agrees to send by registered or certified mail to any ground lessor or mortgagee identified in any notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. If Landlord fails to cure such default within the required time period under this Lease, but ground lessor or mortgagee begins to cure within thirty (30) days after such period and proceeds diligently to complete such cure, then ground lessor or mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

(e) Definitions. As used in this Section, "mortgage" shall include "deed of trust" or "trust deed" and "mortgagee" shall include "beneficiary" or "trustee", "mortgagee" shall include the mortgagee of any ground lessee, and "ground lessor", "mortgagee", and "purchaser at a foreclosure sale" shall include, in each case, all of its successors and assigns, however remote.

33. **Real Estate Broker.** Tenant represents to Landlord that Tenant has not dealt with any real estate broker with respect to this Lease except for any broker(s) listed in the Schedule, and no other broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Tenant shall indemnify and defend Landlord against any claims by any other broker or third party for any payment of any kind in connection with this Lease. Landlord shall pay a commission to the brokers listed in the Schedule pursuant to a separate agreement.

34. **Landlord's Exculpation.** It is expressly understood and agreed that nothing in this Lease shall be construed as creating any liability against Landlord, its members, managers, officers, directors, shareholders, employees, beneficiaries or agents or their successors and assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of Landlord, its members, managers, officers, directors, shareholders, employees, its beneficiaries or agents or their successors and assigns, of every sort, if any, is hereby expressly waived by Tenant, and that so far as Landlord, its members, managers, officers, directors, shareholders, employees, its beneficiaries or agents or their successors and assigns is concerned Tenant shall look solely to the equity in the Project and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Tenant in the event of a breach by Landlord. It is mutually agreed that this clause is and shall be considered an integral part of this Lease. Such exculpation of personal liability is absolute and without any exception whatsoever.

35. **Authority.** Landlord and Tenant each represent to the other that it has full power and authority to execute and perform this Agreement. Each individual executing this Agreement represents and warrants that (i) such party has the power and authority to enter into this Agreement; (ii) the individual signing this Agreement has been duly authorized to execute and deliver this Agreement; -and (iii) this Agreement constitutes the valid and binding agreement of each party and is enforceable in accordance with the terms hereof. If either party so requests, the other party shall deliver to the requesting party or its agent, concurrently with the delivery of this Agreement, certified corporate resolutions, proof of due authorization by partners, or other appropriate or similar documentation evidencing due authorization of such party's execution and delivery of this Agreement and the performance of such party's obligations hereunder. The Landlord represents and warrants that it is the sole owner of the Premises, and that this Agreement shall be binding upon and enforceable against the Landlord in accordance with its terms.

IN WITNESS WHEREOF, Tenant and the Landlord have executed this Agreement as of the Effective Date.

CITY OF CHICAGO,  
an Illinois municipal corporation and home rule unit of government

By: Glen Cross

Name: Glen Cross

Title: Acting Commissioner  
Department of Assets, Information  
~~and Services~~ **FLEET AND FACILITY MANAGEMENT**

TFO REVA GOLUB BURNHAM, LLC,  
a Delaware limited liability company,

By: Golub Realty Services LLC,  
an Illinois limited liability company, its managing agent

By: Stephen Sise

Name: Stephen Sise

Title: Authorized Signatory

[(Sub)Exhibit "A" referred to in this Office Lease Agreement  
printed on page 13319 of this *Journal*.]

(Sub)Exhibits "B", "B-1" and "C" referred to in this Office Lease Agreement read as follows:

*(Sub)Exhibit "B".*  
(To Office Lease Agreement)

*Tenant Improvement Agreement.*

I. Initial Improvements. Landlord shall use commercially reasonable efforts to cause the Premises to be demised in substantial conformance with the space plan and scope of work to be attached hereto as Exhibit B-1 ("Initial Improvements"). Provided there are no Tenant Delays (hereinafter defined) and subject to Force Majeure, the Initial Improvements are expected to be substantially completed on or before the Commencement Date specified in the Schedule to the Lease. The Initial Improvements shall be made using building standard materials, and such improvements shall be limited to the improvements set forth on Exhibit B-1 hereto. Initial Improvements, all Tenant equipment, finishes, furnishings and fixtures, shall be at Tenant's sole cost and expense. To the extent the foregoing items are shown in the Space Plan, the same are for illustrative purposes only.

II. Substantial Completion. As to any construction performed by any party, "Substantial Completion" or "Substantially Completed" means that such work has been completed, as reasonably determined by Landlord's architect, in accordance with (a) the provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Governmental Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practices should be completed after the completion of other work in the Premises or Project. The Initial Improvements shall be deemed Substantially Complete even though certain other portions of the Project, which do not materially interfere with Tenant's conduct of its business, have not been fully completed, and even though Tenant's Work is not complete. Within five (5) Business Days following Landlord's notification to Tenant that Landlord has Substantially Completed the Initial Improvements, Landlord and Tenant shall prepare a punch list of items of the Initial Improvements that remain to be completed or corrected ("Punch List"), which items Landlord shall correct within thirty (30) days following the Commencement Date.

III. Change Orders. If, prior to the Commencement Date, Tenant shall require improvements or changes (individually or collectively, "Change Orders") to the Premises in addition to, revision of, or substitution for the Initial Improvements, Tenant shall deliver to Landlord for its approval plans and specifications for such Change Orders. If Landlord does not approve of the plans for Change Orders, Landlord shall advise Tenant of the revisions required. Tenant shall revise and redeliver the plans and specifications to Landlord within five (5) business days after Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. Tenant shall pay for all preparations and revisions of plans and specifications, and the construction of all Change Orders.

IV. Commencement Date Delay. The Commencement Date shall be delayed until the Initial Improvements have been substantially completed ("Completion Date"), except to the extent that the delay shall be caused by any one or more of the following (each, a "Tenant Delay"):

- (a) Tenant's request for Change Orders whether or not any such Change Orders are actually performed; or
- (b) Landlord's performance of any Change Orders; or
- (c) Tenant's request for materials, finishes or installations requiring unusually long lead times; or
- (d) Tenant's delay in reviewing, revising or approving plans and specifications beyond the periods set forth herein; or
- (e) Tenant's delay in providing information critical to the normal progression of the project. Tenant shall provide such information as soon as reasonably possible, but in no event longer than one week after receipt of such request for information from the Landlord; or
- (f) Tenant's delay in making payments to Landlord for costs of Change Orders; or
- (g) Any other act or omission by Tenant, its agents, contractors or persons employed by any of such persons.

If the Commencement Date is delayed for any reason, then Landlord shall cause Landlord's Architect to determine the date on which the Initial Improvements would have been completed but for such Tenant Delay, or were in fact completed without any Tenant Delay.

V. Payment Of Initial Improvement. Tenant shall pay Landlord all costs for Initial Improvements as set forth in Exhibit B-1 (subject to any additional costs for Change Orders) upon Substantial Completion.

VI. Miscellaneous. Terms used in this Exhibit B shall have the meanings assigned to them in the Lease. The terms of this Exhibit B are subject to the terms of the Lease.

Except To The Extent Of The initial Improvements To Be Constructed By Landlord At Tenant's Sole Cost, Landlord Is Leasing The Premises To Tenant "As Is", Without Any Obligation To Alter, Remodel, Improve, Repair Or Decorate Any Part Of The Premises. Except As Otherwise Provided For In This Lease, Landlord Has Made No Representation Or Warranty, Express Or Implied, Regarding The Condition Of The Building Or The Condition Of The Premises.

(Sub)Exhibit "B-1".  
(To Tenant Improvement Agreement)

*Initial Improvements.*

- Lower high desks to standard desk height in various locations through office space:
  - Cut support legs to appropriate heights.
  - Support with L brackets where possible.
  - Patch and paint hole in wall where existing supports were.
  - Cut one desk down and install on opposite wall.
- Remove all pedestals from raised desk where needed in main office area. Install new leg support for corner desk that is not supported.
- Remove existing A/V shelving at 2 locations in the northeast corner of office space:
  - Patch and paint to match existing.
- Install existing laminate framing at reception area and install a new piece to match existing as best as possible.
- Patch and paint dark grey wall at the entrance to match existing wall as best as possible.
- Cut and cap existing power and data in two (2) office areas floor outlets and install stainless steel cover on the floor. All wiring to be terminated at the closest junction box.
- Patch and paint various single and shared office spaces per walk-through. Temporarily wrap missing door openings in wood trim.
- Walk the floor and remove all existing security cameras, cut cabling above ceiling and make safe.
  - Install new ceiling tiles as needed.
- Remove furniture/filing cabinets shelving units per walk-through. Paint over 'B' logo with white paint per walk-through.
- Electrician to go over outlets with no power allocated in below pricing (\$3,000.00). Overtime Allowance (\$3,000.00).

Budgetary Pricing Not to Exceed: \$32,000.00

-- Alternate I.

-- Doors

Add to above Pricing

\$28,000.00 NTE

- Furnish and install 10 new doors to replace missing doors. Include 36 inches by 96 inches Mahogany Door with
- one (1) Sargent mortised door handle model 7900 series lock \$2,800.00 per door
- 4 -- 6 weeks from time of order cannot get expedited information until time of order

-- Alternate II.

-- Conference Room Face Lift

Add to Above Pricing

\$17,000.00 NTE

- Remove existing carpeting and install new carpet squares in conference room (\$4.00 square feet allowance for carpet square)
- Patch and paint walls with approved color
- Flooring repairs once carpeting is removed (\$1000.00 allowance)
- Clean up work site and dispose of all debris
- All lighting to be done by building
- Install new wall trim

*(Sub)Exhibit "C".*  
(To Office Lease Agreement)

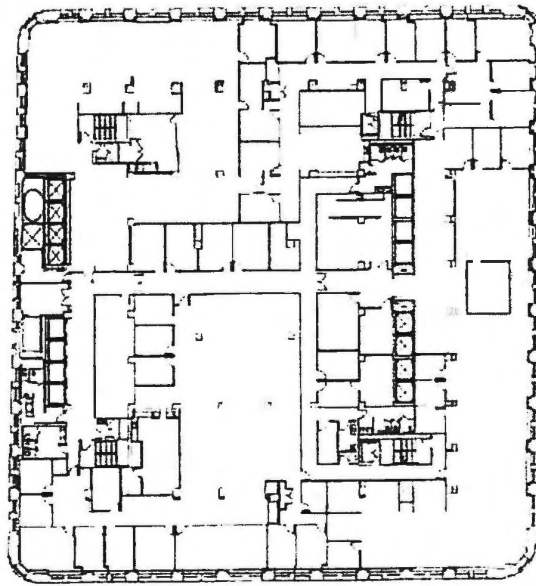
*Exclusive Uses.*

1. Sports medicine and physical and occupational therapy
2. Restaurant that primarily sells submarine sandwiches
3. Dental practice, including cosmetic dentistry or dental practice involving dental applications of Botox (or its generic alternatives), cosmetic dental fillers or teeth whitening centers

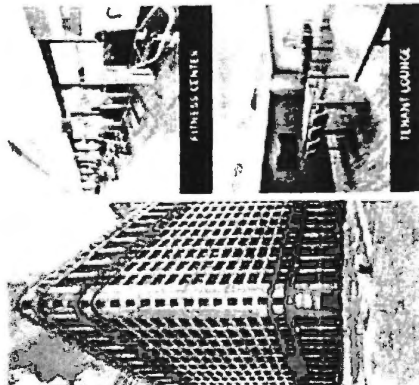
(Sub)Exhibit "A".  
(To Office Lease Agreement)

Plan Of The Premises.

4th Floor | Existing  
35,633 SF



Highlights



FOR INFORMATION, PLEASE CONTACT

John Smith  
1234 Main St  
New York, NY 10001  
Phone: (212) 555-1234  
Email: john.smith@solus.com

John Smith  
1234 Main St  
New York, NY 10001  
Phone: (212) 555-1234  
Email: john.smith@solus.com



*Exhibit "B".*  
(To Ordinance)

*First Amendment To Lease.*

This First Amendment To Lease ("Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between TFO Reva Golub Burnham, LLC, a Delaware limited liability company ("Landlord"), and City of Chicago, an Illinois municipal corporation (the "City" or "Tenant"). Landlord and Tenant are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

*Recitals:*

A. Landlord and Tenant are parties to a certain Lease dated January 23, 2024, ("Lease"). The Lease covers certain premises consisting of approximately 35,633 rentable square feet, located on the fourth floor of the building at 111 West Washington Street, Chicago, Illinois (the "Building"), and known as Suite 400 (the "Premises"), as more particularly described in the Lease, for a Term scheduled to expire on August 11, 2024.

B. The Parties desire to enter into this Amendment in order to extend the Term of the Lease and make certain other modifications, all on the terms and conditions hereinafter set forth.

Now, Therefore, In consideration of the foregoing and of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Integration Of Amendment And Lease. The Lease and this Amendment shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail. Except as expressly defined herein, all words and phrases which are defined in the Lease shall have the same meaning in this Amendment as are ascribed to said words and phrases in the Lease.

2. Lease In Effect; Representations. Except as modified by this Amendment, all of the terms and provisions of the Lease are unchanged and in full force and effect, are hereby ratified by Landlord and Tenant, and shall remain in full force and effect through the Extended Termination Date (as such term is hereinafter defined), unless the Lease is sooner terminated as provided therein (or herein). Tenant represents and warrants that: (a) the Lease is in full force and effect; (b) the Lease has not been assigned or encumbered by Tenant; (c) Tenant knows of no defense or counterclaim to the enforcement of the Lease; (d) Tenant is not entitled to any offset, abatement or reduction of Rent under the Lease; (e) Landlord has completed all work to be performed by Landlord (if any) and paid all contributions and other sums due to Tenant (if any) under the Lease;

and, (f) neither Landlord nor Tenant is in default under any of their obligations under the Lease.

3. Extension Of Term. The Term of the Lease is hereby extended to include the period commencing on August 12, 2024 (the "Extended Term Commencement Date") and terminating on August 31, 2027 (the "Extended Termination Date"). The extended term of the Lease is hereinafter referred to as the "Renewal Period".

4. Rent. The following table identifies the Base Rent amounts during the Renewal Period with three percent (3%) annual escalations:

Renewal Period	Rate Per R.S.F.	Annual Base Rent	Monthly Base Rent
8/12/2024 -- 8/11/2025	\$25.75	\$917,549.75	\$76,462.48
8/12/2025 -- 8/11/2026	\$26.52	\$945,076.24	\$78,756.35
8/12/2026 -- 8/31/2027	\$27.32	\$973,428.53	\$81,119.04

Tenant shall pay Rent to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant.

5. Security Deposit. There is no Security Deposit, as per the Lease.

6. Condition Of The Premises. Tenant agrees that (i) it has been operating at the Premises; (ii) has fully examined and knows the condition of the Premises and all fixtures, machinery and equipment therein and thereon; (iii) it is leasing the Premises, and all fixtures machinery and equipment therein and thereon, on an "as is" basis, without any representation or warranty of any kind by Landlord; (iv) Landlord shall not be obligated to do any work in the Premises in consideration of the execution of this Amendment; and (v) Tenant remains obligated to return the Premises to Landlord as set forth in the Lease.

7. OFAC Certification. Landlord and Tenant each represent to the other that it is, and will be throughout the term of this Amendment, in compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224. Landlord and Tenant each further represent to the other (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business.

8. Prohibited Uses. In addition to other restrictions on the use of the Premises, Tenant may not use or permit the use or occupancy of the Premises for any purpose or use which would violate any agreements affecting the Premises, Landlord, or the Project, including, without limitation, any so-called exclusive agreements concerning the goods, services or

products identified on Exhibit A attached hereto and made a part hereof. It is understood that Landlord has granted such exclusive agreements and imposed other restrictions and use prohibitions (and may in the future so grant or impose such exclusive agreements, restrictions and use prohibitions, provided the same will not have a materially adverse effect on the Permitted Use) for the benefit of certain tenant(s) or other occupant(s) at the Project, and Tenant acknowledges that such tenant(s) and occupant(s) are third party beneficiaries of such exclusives, restrictions and use prohibitions and shall be entitled to enforce the same directly against Tenant in the event of a violation thereof by Tenant.

9. Brokers. Each party represents and warrants to the other that neither it, nor its officers or agents, nor anyone acting on its behalf, has dealt with any real estate broker in the negotiation or making of this Amendment other than Golub Realty Services LLC. Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any other broker or brokers claiming to have acted by or on behalf of Tenant in connection with this Amendment. Landlord agrees to pay all commissions to the brokers specified in this Section pursuant to a separate agreement, and to indemnify and hold Tenant harmless from the claim or claims of any other broker or brokers claiming to have acted by or on behalf of Landlord in connection with this Amendment.

10. Confidential Information. All non-public information provided by Landlord to Tenant, by Tenant to Landlord, or obtained by Tenant relating to the Premises, including, but not limited to the terms of this Lease (collectively, the "Information") shall be treated as confidential by Tenant and Landlord. Tenant agrees to transmit the Information only to such of its attorneys, accountants and consultants ("Representatives") who need to know the Information for the sole purpose of Tenant's review and who agree to maintain the confidentiality of such Information. Landlord and Tenant agree not to make any public announcements or disclosures with respect to the subject matter hereof, except by Landlord to its lenders, accountants, attorneys, property managers and consultants, without the written consent of the other party. Notwithstanding the foregoing, the term "Information" and the obligation to keep the "Information" confidential under the terms of this Lease, shall not include or apply to any information which is: (a) already known to Tenant, is already in Tenant's possession or was already available or becomes available to obligations to Landlord; (b) is or becomes generally available to the public other than as a result of a disclosure by Tenant; (c) independently developed by Tenant without either the use of information disclosed by or on behalf of Landlord; or (d) necessary or required to be disclosed by law or by regulatory or judicial process or court order, or in connection with any dispute between Landlord and Tenant.

11. Landlord's Exculpation; Limitation Of Liability. The provisions of Section 34 of the Lease are incorporated herein by reference. They shall apply to the Landlord named herein, its successors and assigns, as well as to the Lease as amended by this Amendment and any further modifications or amendments.

12. Authority. Tenant and Landlord represent and warrant to the other that each individual executing this Lease on behalf of such Party is authorized to do so on behalf of said Party.

13. Captions. Titles to the paragraphs of this Amendment are for informational purposes only and do not define, limit or construe the contents of the paragraphs.

14. Governing Law. This Amendment shall be governed, enforced and construed under the laws of the State of Illinois.

15. Counterparts. This Amendment may be executed in counterparts. Each fully executed counterpart shall be an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

16. Digital Image. The Parties agree to accept a digital image of this Amendment, as executed, as a true and correct original and admissible as best evidence for purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

17. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect or impair the validity of any other provision.

18. Entire Agreement. The Lease, as amended, contains all the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. No alterations, changes, modifications or additions shall be made to this Lease except by written instrument signed by Landlord and Tenant.

In Witness Whereof, Landlord and Tenant have executed this Amendment as of the date first above written:

Landlord:

Tenant:

TFO Reva Golub Burnham LLC,  
a Delaware limited liability company

City of Chicago, an Illinois municipal  
corporation and home rule unit of  
government

By: Golub Realty Services LLC  
an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Managing Agent

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[(Sub)Exhibit "A" referred to in this First Amendment To Lease Agreement constitutes (Sub)Exhibit "C" to Lease Agreement and printed on page 13318 of this *Journal*.]

**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

---

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.

[SO2024-0009623]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Byron Sigcho-Lopez (which was referred on May 22, 2024) to amend Section 4-60-022 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses on a portion of West Cermak Road, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on June 5, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

(Omitted text is unaffected by this ordinance.)

(25.74) ~~(Deleted Journal of the Proceedings of the City Council of the City of Chicago of September 9 2020, page 20260, § 1)~~ On Cermak Road, from Damen Avenue to Leavitt Street.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.178 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF E. ERIE ST., N. RUSH ST. AND E. ONTARIO ST.

[O2024-0009632]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 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 Brendan Reilly (which was referred on May 22, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (42.178) to allow the issuance of additional alcoholic liquor licenses on a portion of East Erie 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 June 5, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 4-6-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

(Omitted text is unaffected by this ordinance.)

(42.178) ~~[Reserved.] On the south side of Erie Street, from Rush Street to Michigan Avenue; and on the east side of Rush Street, from Erie Street to Ontario Street; and on the north side of Ontario Street, from Rush Street to Michigan Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

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]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 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 Matthew J. Martin (which was referred on May 22, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (47.49) to allow the issuance of additional alcoholic liquor licenses on a portion of West Montrose 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 June 5, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(47.49) ~~On Montrose Avenue, from Western Avenue to the north branch of Chicago River.~~

(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 DELETING SUBSECTION 33.34 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. BELMONT AVE.

[O2024-0009344]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 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 Carlos Ramirez-Rosa (which was referred on May 22, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (33.34) to allow the issuance of additional package goods licenses on a portion of West Belmont 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 June 5, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(33.34) On the north side of Belmont Avenue, from California Avenue to the north branch of the Chicago River.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE BY ADDING VARIOUS SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS STREETS WITHIN 10<sup>TH</sup> WARD.

[O2024-0009165]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 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 May 22, 2024) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor and package goods licenses in portions of the 10<sup>th</sup> 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 June 5, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council finds that the areas described in Sections 2 through 11 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 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (10.37), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 24, 2013 at page 58045, with the following underscored text:

4-60-022 (10.37) On 93<sup>rd</sup> Street, from Houston Avenue to South Chicago Avenue; thence to Exchange Avenue.

SECTION 3. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (10.84), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 26, 2022 at page 53331, with the following underscored text:

4-60-022 (10.84) On 106<sup>th</sup> Street, from Avenue H to Avenue M.

SECTION 4. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (10.229), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 28, 2015 at page 12705, with the following underscored text:

4-60-022 (10.229) On Brandon Avenue, from 134<sup>th</sup> Street to Brainard Avenue.

SECTION 5. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (10.274), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 23, 2022 at page 47786, with the following underscored text:

4-60-022 (10.274) On Ewing Avenue, from 93<sup>rd</sup> Court to 95<sup>th</sup> Street.

SECTION 6. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.62), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 28, 2018 at page 73442, with the following underscored text:

4-60-023 (10.62) On 100<sup>th</sup> Street, from the Pittsburgh, Fort Wayne and Chicago Railroad right-of-way to Escanaba Avenue.

SECTION 7. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.73), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 5, 2011 at page 8794, with the following underscored text:

4-60-023 (10.73) On Indianapolis Avenue, from 103<sup>rd</sup> Street to 106<sup>th</sup> Street.

SECTION 8. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.84), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 5, 2011 at page 8795, with the following underscored text:

4-60-023 (10.84) On 106<sup>th</sup> Street, from Avenue H to Avenue M.

SECTION 9. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.201), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 5, 2011 at page 8797, with the following underscored text:

4-60-023 (10.201) On Avenue O, from 118<sup>th</sup> Street to 130<sup>th</sup> Street.

SECTION 10. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.260), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 28, 2015 at page 12719, with the following underscored text:

4-60-023 (10.260) On Commercial Avenue, from 91<sup>st</sup> Street to South Chicago Avenue; thence to Harbor Avenue.

SECTION 11. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.348), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 14, 2012 at page 22761, with the following underscored text:

4-60-023 (10.348) On 118<sup>th</sup> Street, from Avenue O to Avenue J.

SECTION 12. This ordinance shall be in full force and effect from and after its passage and publication.

*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 MICRO MOBILITY DEVICES.  
[SO2024-0007754]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Debra L. Silverstein (which was re-referred on May 22, 2024) to amend Titles 2 and 4 of the Municipal Code by adding new Section 2-36-520 and new Chapter 4-24 regarding lithium-ion battery safety standards for micro mobility devices, begs leave to recommend that Your Honorable Body pass the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on June 5, 2024.

Respectfully submitted,  
(Signed) DEBRA SILVERSTEIN,  
Chair.

Alderperson Chico moved for passage of the said proposed ordinance and a motion was made for a roll call vote.

After additional discussion on the matter, Alderperson Conway and Alderperson Ramirez-Rosa requested to defer and publish the ordinance.

Alderperson Lopez stated that a request to defer and publish the matter was out of order as a roll call vote was already instituted.

The Chair ruled that an official vote had not yet commenced and therefore the request to defer and publish could properly be accepted.

Alderperson Lopez thereupon moved to appeal the ruling of the Chair.

At this point in the proceedings, Alderperson Conway and Alderperson Ramirez-Rosa withdrew their previous request to defer and publish the ordinance.

Alderperson Ervin then moved that the ordinance be *Referred to the Committee on License and Consumer Protection*. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 32.

*Nays* -- Alderpersons Beale, Chico, Quinn, Lopez, Moore, Curtis, O'Shea, Tabares, Mitts, Sposato, Nugent, Napolitano, Reilly, Gardiner -- 14.

**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.**

AMENDMENT OF SECTION 7-38-117 OF MUNICIPAL CODE TO DISALLOW  
MOBILE FOOD VEHICLE STAND AT 200 S. LA SALLE ST.

[O2024-0007361]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on June 5, 2024, recommends passage of the following item: amendment of the Municipal Code of Chicago Section 7-38-117 by disallowing a mobile food vehicle stand at 200 South La Salle Street (O2024-0007361), introduced on January 24, 2024, by Alderperson Reilly (42<sup>nd</sup> Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee on June 5, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

On motion of Alderperson La Spata, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 7-38-117 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

7-38-117 Mobile Food Vehicle Stands Program.

(Omitted text is unaffected by this ordinance.)

(i) The Commissioner of Transportation is authorized to establish a mobile food vehicle stand within the side of the block where each of the following addresses is located:

(Omitted text is unaffected by this ordinance.)

(31) Reserved.; ~~200 South LaSalle Street;~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect immediately upon passage.

---

AMENDMENT OF SECTION 9-64-170 OF MUNICIPAL CODE TO ALLOW PICKUP TRUCKS OR VANS LESS THAN 8,000 POUNDS TO PARK ON PORTIONS OF N. ELSTON AVE.

[SO2024-0008597]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on June 5, 2024, recommends passage of the following item: amendment of the

Municipal Code of Chicago Section 9-64-170 to allow pickup trucks or vans less than 8,000 pounds to park on North Elston Avenue (south side of the street) between North Christiana Avenue and West Addison Street (SO2024-0008597), introduced on April 17, 2024 by Alderperson Ramirez-Rosa (35<sup>th</sup> Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee on June 5, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 9-64-170 of the Municipal Code of Chicago is hereby amended by deleting the language stricken, and by inserting the language underscored, as follows:

9-64-170 Parking Restrictions -- Special Types Of Vehicles -- Exceptions.

(Omitted text unaffected by this ordinance.)

(g) (1) Commercial pickup trucks and vans weighing less than 8,000 pounds -- Limited neighborhood parking exemption -- Authorizing ordinance and special parking permit required. Notwithstanding the parking prohibitions set forth in subsections (a) and (b) of

this section, the City Council may from time to time establish by ordinance an area within which owners of certain commercial vehicles who reside within such area, and who obtain the special parking permit described in this subsection (g), may park such vehicles. Provided, however, that this subsection (g) shall not apply to junk vehicles, as defined in Section 9-4-010. Provided further, that if a residential parking zone restriction is in effect on any street within the ordinance-designated area, a residential parking permit shall also be required to park the vehicle on such street. (2) Authorizing ordinance -- Required. The ordinance required under subsection (g)(1) of this section:

(i) shall identify, in subsection (g)(3) of this section, the area where permitted parking under this section is authorized. Each such area shall be numbered for convenient identification with a ward-based prefix and include the number of permits authorized for that area, if a cap is included; and

(ii) shall cover an area including no less than two contiguous city blocks; and

(iii) may place a cap on the number of special parking permits allowed to be issued in such area. In such case, special parking permits in such area shall be issued by the applicable alderman on a first-come non-discriminatory basis. (3) Designated areas. Parking of a commercial vehicle that is a pickup truck or van with a gross vehicle weight rating of less than 8,000 pounds shall be allowed if the owner of the commercial vehicle has obtained the permit required by this subsection (g) and resides anywhere within the following areas:

- 26.1 Both sides of the street on North Campbell Avenue, from 800 North to 900 North, inclusive, and on both sides of the street on Rice Street, from 2400 West to 2500 West inclusive.
- 26.2 Both sides of the street on the 1600 and 1700 blocks of North Albany Avenue.
- 33.1 Both sides of the street on the 4800 and 4900 blocks of North Albany Avenue.
- 35.1 South side of Elston Avenue, between Christiana Avenue and Addison Street.

(Omitted text unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

AMENDMENT OF SECTION 9-68-032 OF MUNICIPAL CODE BY INCLUDING PORTIONS OF E. 31<sup>ST</sup> PL., S. VERNON AVE. AND E. 32<sup>ND</sup> ST. IN SEASONAL PERMIT PARKING PROGRAM.

[O2024-0008956]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on June 5, 2024, recommends passage of the following item: amendment of the Municipal Code of Chicago Section 9-68-032 by adding the seasonal permit parking program to include East 31<sup>st</sup> Place, from South Rhodes Avenue to South Vernon Avenue (both sides of the street), all days, 5:00 P.M. to 6:00 A.M.; South Vernon Avenue, from East 31<sup>st</sup> Street to East 32<sup>nd</sup> Street (both sides of the street), all days, 5:00 P.M. to 6:00 A.M.; and East 32<sup>nd</sup> Street, from South Vernon Avenue to South Dr. Martin Luther King, Jr. Drive (both sides of the street), all days, 5:00 P.M. to 6:00 A.M., introduced on April 17, 2024, by Alderperson Robinson (4<sup>th</sup> Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee on June 5, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

On motion of Alderperson La Spata, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 9-68-032 of the Municipal Code of Chicago is hereby amended by adding the language underscored as follows:

9-68-032 Seasonal Parking Permit Program.

(Omitted text is unaffected by this ordinance.)

(b) The seasonal permit parking program area shall include all blocks of any residential street in an R1 through R5 zoning district located in an area of the City set forth below.

(Omitted text is unaffected by this ordinance.)

(7) South Rhodes Avenue, from East 31<sup>st</sup> Street to East 32<sup>nd</sup> Place (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(8) East 31<sup>st</sup> Place, from South Rhodes Avenue to South Vernon Avenue (both sides of the street). All days -- 5:00 P.M. to 6:00 A.M.

(9) South Vernon Avenue, from East 31<sup>st</sup> Street to East 32<sup>nd</sup> Street (both sides of the street). All days -- 5:00 P.M. to 6:00 A.M.

(10) East 32<sup>nd</sup> Street, from South Vernon Avenue to South Dr. Martin Luther King, Jr. Drive (both sides of the street). All days -- 5:00 P.M. to 6:00 A.M.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

ESTABLISHMENT OF PARKING METERS ON PORTION OF S. ARCHER AVE.  
[SO2024-0009962]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish parking meters on a portion of South Archer Avenue, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Comptroller is hereby authorized and directed to add parking meters at the below listed location:

Ward	Location And Type Of Sign
11	South Archer Avenue (west side of the street) between South Canal Street and approximately 2322 South Archer Avenue -- parking meters. [O2024-0007533]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.  
[SO2024-0009961]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location
1	Repeal ordinance passed January 26, 2022, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 43408 which reads: "1400 -- 1499 North Milwaukee Avenue 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; [O2024-0009683]
2	North LaSalle Drive (east side of the street) from a point 50 feet south of West Elm Street to a point 23 feet south thereof -- two percent reserved disabled parking -- 8:30 A.M. to 2:00 P.M. -- Sundays (public benefit); [O2023-1433/O2024-0009967]
3	Repeal no parking/tow-away zone at South State Street (west side of the street) from 4018 South State Street to 4032 South State Street -- 9:00 P.M. to 6:00 A.M. -- all days; [O2024-0009187]
28	North Keeler Avenue (east side of the street) from West Kinzie Street to the first alley south of West Carroll Avenue and North Keeler Avenue (west side of the street) from West Carroll Avenue to West Lake Street -- no parking/tow-away zone -- at all times -- all days; [O2024-0009513]

Ward	Location	
30	Repeal rush hour parking restrictions at West Belmont Avenue, from North Milwaukee Avenue to North Central Park Avenue;	[O2024-0009751]
30	Repeal rush hour parking restrictions at North Milwaukee Avenue, from West Addison Street to West Belmont Avenue;	[O2024-0009755]
33	Repeal rush hour parking restrictions at North Kimball Avenue, from North Elston Avenue to West Montrose Avenue;	[O2024-0009764]
41	West Bryn Mawr Avenue (north side of the street) from North Fairview Avenue to a point 440 feet west thereof -- no parking of semi-trucks -- at all times -- all days (public benefit);	[O2024-0008438]
45	North Minnehaha Avenue (west side) from a point 33 feet north of West Devon Avenue to a point 24 feet north thereof -- reserved disabled parking/tow-away zone.	[O2023-0004012]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

**ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.  
(Except For Handicapped)**

[SO2024-0009960]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking prohibited restrictions at all times, disabled

permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Parking:*

Ward	Location And Permit Number
1	1516 North Oakley Avenue -- Disabled Parking Permit Number 133955; [O2024-0009685]

Ward	Location And Permit Number
1	2709 West Medill Avenue -- Disabled Parking Permit Number 133281; [O2024-0009687]
4	4343 South Greenwood Avenue -- Disabled Parking Permit Number 132962; [O2024-0009761]
6	7349 South Wabash Avenue -- Disabled Parking Permit Number 133321; [O2024-0009169]
6	8135 South Vernon Avenue -- Disabled Parking Permit Number 132679; [O2024-0009170]
6	7935 South Calumet Avenue -- Disabled Parking Permit Number 131847; [O2024-0009190]
6	81 East 89 <sup>th</sup> Place -- Disabled Parking Permit Number 130567; [O2024-0009211]
6	7432 South Wentworth Avenue -- Disabled Parking Permit Number 133138; [O2024-0009834]
6	8011 South Emerald Avenue -- Disabled Parking Permit Number 133296; [O2024-0009847]
6	7706 South Rhodes Avenue -- Disabled Parking Permit Number 133627; [O2024-0009856]
7	8438 South Kingston Avenue -- Disabled Parking Permit Number 131610; [O2024-0009689]
7	7634 South Essex Avenue -- Disabled Parking Permit Number 127613; [O2024-0009816]
7	8144 South Colfax Avenue -- Disabled Parking Permit Number 131524; [O2024-0009818]
8	7701 South Maryland Avenue -- Disabled Parking Permit Number 132828; [O2024-0009033]
8	9054 South Dobson Avenue -- Disabled Parking Permit Number 133164; [O2024-0009837]
8	7553 South Kenwood Avenue -- Disabled Parking Permit Number 133242; [O2024-0009846]

Ward	Location And Permit Number
9	429 West 95 <sup>th</sup> Place -- Disabled Parking Permit Number 133407; [O2024-0009690]
10	10653 South Green Bay Avenue -- Disabled Parking Permit Number 131640; [O2024-0009355]
10	10322 South Avenue F -- Disabled Parking Permit Number 133148; [O2024-0009835]
11	1133 West 25 <sup>th</sup> Street -- Disabled Parking Permit Number 133666; [O2024-0009490]
11	3037 South Loomis Street -- Disabled Parking Permit Number 133530; [O2024-0009491]
11	1813 West 34 <sup>th</sup> Place -- Disabled Parking Permit Number 133099; [O2024-0009691]
13	6042 South Parkside Avenue -- Disabled Parking Permit Number 133056; [O2024-0009308]
13	4114 West 56 <sup>th</sup> Place -- Disabled Parking Permit Number 133059; [O2024-0009309]
13	6330 South Keating Avenue -- Disabled Parking Permit Number 133057; [O2024-0009310]
13	6037 South Major Avenue -- Disabled Parking Permit Number 133074; [O2024-0009311]
13	6006 South Mobile Avenue -- Disabled Parking Permit Number 133073; [O2024-0009312]
13	5741 South Natoma Avenue -- Disabled Parking Permit Number 133082; [O2024-0009313]
13	6016 South Tripp Avenue -- Disabled Parking Permit Number 133072; [O2024-0009316]
13	5939 South Kostner Avenue -- Disabled Parking Permit Number 131163; [O2024-0009372]
13	5709 South Mason Avenue -- Disabled Parking Permit Number 133486; [O2024-0009374]

Ward	Location And Permit Number
13	5850 South Tripp Avenue -- Disabled Parking Permit Number 133502; [O2024-0009376]
13	6217 South Kilbourn Avenue -- Disabled Parking Permit Number 133500; [O2024-0009377]
13	6459 South Keating Avenue -- Disabled Parking Permit Number 133057; [O2024-0009378]
14	5749 South Homan Avenue -- Disabled Parking Permit Number 133389; [O2024-0009692]
14	5622 South Trumbull Avenue -- Disabled Parking Permit Number 133559; [O2024-0009693]
14	5610 South Spaulding Avenue -- Disabled Parking Permit Number 133463; [O2024-0009694]
14	5117 South Rockwell Street -- Disabled Parking Permit Number 133137; [O2024-0009832]
15	5834 South Artesian Avenue -- Disabled Parking Permit Number 133430; [O2024-0009433]
15	6437 South Mozart Street -- Disabled Parking Permit Number 132406; [O2024-0009434]
15	6445 South Albany Avenue -- Disabled Parking Permit Number 133573; [O2024-0009436]
15	5710 South Washtenaw Avenue -- Disabled Parking Permit Number 133448; [O2024-0009437]
15	6415 South Mozart Street -- Disabled Parking Permit Number 133457; [O2024-0009438]
15	616 West 49 <sup>th</sup> Street -- Disabled Parking Permit Number 134061; [O2024-0009439]
15	4637 South Paulina Street -- Disabled Parking Permit Number 133560; [O2024-0009440]
15	5125 South Artesian Avenue -- Disabled Parking Permit Number 133211; [O2024-0009444]

Ward	Location And Permit Number
15	4419 South Lowe Avenue -- Disabled Parking Permit Number 133444; [O2024-0009762]
15	6521 South Mozart Street -- Disabled Parking Permit Number 132804; [O2024-0009822]
16	6550 South Maplewood Avenue -- Disabled Parking Permit Number 129525; [O2024-0009469]
16	6727 South Wolcott Avenue -- Disabled Parking Permit Number 133227; [O2024-0009533]
16	5400 South Winchester Avenue -- Disabled Parking Permit Number 133196; [O2024-0009839]
16	6537 South Winchester Avenue -- Disabled Parking Permit Number 133338; [O2024-0009850]
16	2009 West 67 <sup>th</sup> Place -- Disabled Parking Permit Number 133344; [O2024-0009851]
16	5316 South Wolcott Avenue -- Disabled Parking Permit Number 133358; [O2024-0009854]
17	8532 South Carpenter Street -- Disabled Parking Permit Number 133356; [O2024-0009853]
18	7234 South Whipple Street -- Disabled Parking Permit Number 133054; [O2024-0009825]
19	9934 South Charles Street -- Disabled Parking Permit Number 133498; [O2024-0009367]
21	1253 West 108 <sup>th</sup> Street -- Disabled Parking Permit Number 133540; [O2024-0009697]
21	8938 South Emerald Avenue -- Disabled Parking Permit Number 133618; [O2024-0009698]
21	9945 South Union Avenue -- Disabled Parking Permit Number 131119; [O2024-0009817]
21	10527 South Normal Avenue -- Disabled Parking Permit Number 133023; [O2024-0009824]

Ward	Location And Permit Number
21	9322 South Green Street -- Disabled Parking Permit Number 133350; [O2024-0009852]
22	4605 South Leamington Avenue -- Disabled Parking Permit Number 133382; [O2024-0009700]
22	2727 South Christiana Avenue -- Disabled Parking Permit Number 132186; [O2024-0009702]
22	2619 South Avers Avenue -- Disabled Parking Permit Number 133487; [O2024-0009703]
22	2232 South Christiana Avenue -- Disabled Parking Permit Number 133233; [O2024-0009842]
23	3713 West 60 <sup>th</sup> Street -- Disabled Parking Permit Number 133391; [O2024-0009293]
23	3603 West 57 <sup>th</sup> Street -- Disabled Parking Permit Number 133027; [O2024-0009365]
23	3625 West 69 <sup>th</sup> Street -- Disabled Parking Permit Number 133305; [O2024-0009500]
23	3820 West 57 <sup>th</sup> Place -- Disabled Parking Permit Number 133816; [O2024-0009502]
25	2235 South Wood Street -- Disabled Parking Permit Number 131875; [O2024-0009497]
26	1917 North Keystone Avenue -- Disabled Parking Permit Number 132831; [O2024-0009823]
27	2922 West Walnut Street -- Disabled Parking Permit Number 132816; [O2024-0009200]
27	2671 West Warren Boulevard -- Disabled Parking Permit Number 133019; [O2024-0009705]
27	2221 West Adams Street -- Disabled Parking Permit Number 133340; [O2024-0009706]
29	5712 West West End Avenue -- Disabled Parking Permit Number 134278; [O2024-0009258]

Ward	Location And Permit Number
29	1834 North Nashville Avenue -- Disabled Parking Permit Number 133127; [O2024-0009261]
29	2124 North Nordica Avenue -- Disabled Parking Permit Number 133309; [O2024-0009848]
30	4055 West School Street -- Disabled Parking Permit Number 133230; [O2024-0009840]
30	5009 West Patterson Avenue -- Disabled Parking Permit Number 133231; [O2024-0009841]
30	5907 West Barry Avenue -- Disabled Parking Permit Number 133712; [O2024-0009857]
31	4835 West Cornelia Avenue -- Disabled Parking Permit Number 132780; [O2024-0009207]
31	5048 West Cornelia Avenue -- Disabled Parking Permit Number 132231; [O2024-0009333]
33	4555 North St. Louis Avenue -- Disabled Parking Permit Number 132385; [O2024-0009242]
35	3112 North Drake Avenue -- Disabled Parking Permit Number 104954; [O2024-0009181]
36	2658 West Thomas Street -- Disabled Parking Permit Number 133284; [O2024-0009494]
37	4945 West Crystal Street -- Disabled Parking Permit Number 133319; [O2024-0009175]
37	4938 West Erie Street -- Disabled Parking Permit Number 132927; [O2024-0009176]
37	4329 West Cortez Street -- Disabled Parking Permit Number 132991; [O2024-0009177]
37	4222 West Crystal Street -- Disabled Parking Permit Number 127744; [O2024-0009241]
37	4843 West Crystal Street -- Disabled Parking Permit Number 133133; [O2024-0009334]

Ward	Location And Permit Number
37	4816 West Thomas Street -- Disabled Parking Permit Number 133117; [O2024-0009831]
37	832 North Kildare Avenue -- Disabled Parking Permit Number 133187; [O2024-0009838]
38	4223 North Moody Avenue -- Disabled Parking Permit Number 132372; [O2024-0009541]
39	2836 West Balmoral Avenue -- Disabled Parking Permit Number 133108; [O2024-0009782]
39	4601 North Kenton Avenue -- Disabled Parking Permit Number 132537; [O2024-0009784]
39	4626 North Kenton Avenue (signs to be posted at 4624 North Kenton Avenue) -- Disabled Parking Permit Number 133115; [O2024-0009785]
39	4743 North Kilbourn Avenue -- Disabled Parking Permit Number 133130; [O2024-0009786]
39	4815 North Kenneth Avenue -- Disabled Parking Permit Number 134103; [O2024-0009788]
39	4846 North Harding Avenue -- Disabled Parking Permit Number 133234; [O2024-0009807]
39	5043 North Kostner Avenue -- Disabled Parking Permit Number 133316; [O2024-0009808]
39	5549 North Leavenworth Avenue -- Disabled Parking Permit Number 132890; [O2024-0009809]
40	6161 North Hoyne Avenue -- Disabled Parking Permit Number 133333; [O2024-0009815]
41	8432 West Catalpa Avenue -- Disabled Parking Permit Number 132998; [O2024-0009709]
41	6079 North Navarre Avenue -- Disabled Parking Permit Number 133166; [O2024-0009710]

Ward	Location And Permit Number
45	4349 North Long Avenue -- Disabled Parking Permit Number 133434; [O2024-0009492]
49	1542 West Sherwin Avenue -- Disabled Parking Permit Number 133114; [O2024-0009830]
49	1700 West Jonquil Terrace -- Disabled Parking Permit Number 133152; [O2024-0009836]
50	7053 North Washtenaw Avenue -- Disabled Parking Permit Number 133140; [O2024-0009307]
50	6050 North Whipple Street -- Disabled Parking Permit Number 132425; [O2024-0009427]
50	2250 West Granville Avenue -- Disabled Parking Permit Number 133990. [O2024-0009858]

*Repeal Of Disabled Permit Parking:*

Ward	Location And Permit Number
12	Repeal Disabled Permit Parking Number 46627 at 4065 South Campbell Avenue; [O2024-0009366]
13	Repeal Disabled Permit Parking Number 131518 at 5708 South Rutherford Avenue; [O2024-0009446]
23	Repeal Disabled Permit Parking Number 120777 at 3725 West 58 <sup>th</sup> Place; [O2024-0009364]
26	Repeal Disabled Permit Parking Number 97555 at 1306 North Maplewood Avenue; [O2024-0009172]
31	Repeal Disabled Permit Parking Number 104508 at 4339 West Schubert Avenue; [O2024-0009246]

Ward	Location And Permit Number
31	Repeal Disabled Permit Parking Number 108168 at 4716 West Deming Place; [O2024-0009247]
45	Repeal Disabled Permit Parking Number 8635 at 5231 North Marmora Avenue; [O2024-0009483]
45	Repeal Disabled Permit Parking Number 129747 at 5158 West Agatite Avenue; [O2024-0009484]
45	Repeal Disabled Permit Parking Number 114822 at 5154 West Hutchinson Street; [O2024-0009488]
50	Repeal Disabled Permit Parking Number 115087 at 2826 West Estes Avenue. [O2024-0009154]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2024-0009963]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 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 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
15	Amend Residential Permit Parking Zone 2402 by striking: "Residential Permit Parking Zone at South Emerald Avenue (west side) and 4601 -- 4643 South Emerald Avenue (east side) -- at all times -- all days" and inserting in lieu thereof: "Residential Permit Parking Zone 2402 at 4600 -- 4699 South Emerald Avenue (both sides) -- at all times -- all days";

[O2024-0009695]

Ward	Location And Permit Number
15	Amend Residential Permit Parking Zone 1944 by inserting: "West 44 <sup>th</sup> Street (south side of the street) from South Artesian Avenue to the first alley west thereof and West 44 <sup>th</sup> Street (south side of the street) from South Artesian Avenue to the first alley east thereof -- at all times -- all days"; [Or2024-0009696]
19	Residential Permit Parking Zone 2438 at 2314 -- 2322 West 115 <sup>th</sup> Street (both sides of the street), 11438 South Oakley Avenue and 11500 South Oakley Avenue -- 7:00 A.M. to 7:00 P.M. -- all days; [O2024-0009214]
19	Repeal Residential Permit Parking Zone 1263 at South Lawndale Avenue, from West 103 <sup>rd</sup> Street to West 104 <sup>th</sup> Street (both sides of the street) -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday; [O2024-0009215]
19	Residential Permit Parking Zone 2432 at 9514 -- 9558 South Bell Avenue (both sides of the street) -- at all times -- all days; [O2024-0009814]
26	Residential Permit Parking Zone 2439 at 1101 -- 1143 North Richmond Street (odd side) and 1102 -- 1142 North Richmond Street (even side) -- 6:00 P.M. to 6:00 A.M. -- all days; [O2024-0009100]
26	Residential Permit Parking Zone 2626 at 1100 -- 1142 North Sacramento Avenue (even side) and 1103 -- 1143 North Sacramento Avenue (odd side) -- 6:00 P.M. to 6:00 A.M. -- all days; [O2024-0009370]
27	Residential Permit Parking Zone 2440 at 800 -- 899 North St. Louis Avenue (both sides of the street) -- at all times -- all days; [O2024-0009199]
28	Residential Permit Parking Zone 2441 at 148 -- 185 North Leamington Avenue (both sides of the street) -- at all times -- all days; [Or2024-0009405]
33	Amend ordinance passed February 21, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 9651 which reads: "repeal Residential Permit Parking Zone 2395 at 3904 -- 3942 North Whipple Street -- at all times -- all days" by inserting: "both sides of the street"; [O2024-0009781]

Ward	Location And Permit Number
34	Amend Residential Permit Parking Zone 5 by inserting: "1200 -- 1368 West Lexington Street (north side of the street only) and 700 -- 730 South Ada Street (both sides of the street) -- no parking except Sunday -- 7:30 A.M. to 1:00 P.M. -- Wednesday -- 5:00 P.M. to 10:00 P.M. -- except vehicles displaying Permit 5"; [O2024-0009279]
46	Amend Residential Permit Parking Buffer Zone 827 at 4400 -- 4499 North Sheridan Road (both sides of the street) by striking: "827" and inserting: "1130" in lieu thereof. [O2024-0009760]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.  
[SO2024-0009964]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 12, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
6	East 86 <sup>th</sup> Street and South Wabash Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0009185]
10	East 109 <sup>th</sup> Street and South Avenue L -- "All-Way Stop" sign, stopping all approaches; [O2024-0009135]
10	East 111 <sup>th</sup> Street and South Avenue E -- "All-Way Stop" sign, stopping all approaches; [O2024-0009163]
13	West 60 <sup>th</sup> Street and South Rutherford Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0009415]

Ward	Location And Type Of Sign
22	South Keeler Avenue, from West Cermak Road to West Ogden Avenue -- 5-ton weight limitation; [O2024-0008992]
22	South Kildare Avenue, from West Cermak Road to West Ogden Avenue -- 5-ton weight limitation; [O2024-0008993]
22	West 24 <sup>th</sup> Street, from South Pulaski Road to South Spaulding Avenue -- speed limitation -- 20 miles per hour; [O2024-0009159]
22	South Central Park Avenue, from West 32 <sup>nd</sup> Street to West 26 <sup>th</sup> Street -- speed limitation -- 20 miles per hour; [O2024-0009160]
22	West 32 <sup>nd</sup> Street, from South Keeler Avenue to South Central Park Avenue -- speed limitation -- 20 miles per hour; [O2024-0009161]
22	West 32 <sup>nd</sup> Street, from South Keeler Avenue to South Pulaski Road -- one-way east bound except bicycles; [O2024-0009164]
22	West 24 <sup>th</sup> Street, from South Harding Avenue to South Spaulding Avenue -- one-way east bound except bicycles; [O2024-0009166]
23	West 53 <sup>rd</sup> Street and South Mason Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0009428]
27	North Peoria Street and West Fulton Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0009707]
30	West Belmont Avenue, from North Milwaukee Avenue to North Central Park Avenue -- speed limitation -- 20 miles per hour; [O2024-0009742]

Ward	Location And Type Of Sign
30	North Kilbourn Avenue, from West Belmont Avenue to North Milwaukee Avenue -- speed limitation -- 20 miles per hour; [O2024-0009753]
30	North Long Avenue, from West Belmont Avenue to West Irving Park Road -- speed limitation -- 20 miles per hour; [O2024-0009754]
31	North Leclair Avenue and West Belmont Avenue, North Leclair Avenue (north leg) -- no left turn -- 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. -- Monday through Friday; [Or2024-0008157]
33	West Berteau Avenue, from North Hamlin Avenue to North California Avenue -- speed limitation -- 20 miles per hour; [O2024-0009756]
33	West Cullom Avenue, from North Avers Avenue to North California Avenue -- speed limitation -- 20 miles per hour; [O2024-0009763]
33	North Kimball Avenue and West Cullom Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0009765]
33	North Central Park Avenue, from West Irving Park Road to West Argyle Street -- speed limitation -- 20 miles per hour; [O2024-0009774]
33	North Central Park Avenue, from West Irving Park Road to West Montrose Avenue -- one-way south bound except bicycles; [O2024-0009776]
36	West Schubert Avenue and North Oak Park Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0009383]

Ward	Location And Type Of Sign
40	West Ainslie Street, from North Rockwell Street to North Lincoln Avenue -- one-way east bound except bicycles; [O2024-0009766]
40	North Ravenswood Avenue, from West Winnemac Avenue to West Peterson Avenue -- speed limitation -- 20 miles per hour; [O2024-0009767]
40	North Rockwell Street, from West Argyle Street to West Winnemac Street -- one-way north bound except bicycles; [O2024-0009768]
40	West Winnemac Street, from North Rockwell Street to North Leavitt Street -- one-way east bound except bicycles; [O2024-0009773]
41	North Nashville Avenue and West Balmoral Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0009708]
47	North Ravenswood Avenue, from West Leland Avenue to West Winnemac Avenue -- one-way north bound except bicycles; [O2024-0009771]
47	West Ainslie Street, from North Western Avenue to North Damen Avenue -- speed limitation -- 20 miles per hour; [O2024-0009778]
47	North Ravenswood Avenue, from West Wilson Avenue to West Winnemac Avenue -- speed limitation -- 20 miles per hour. [O2024-0009779]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**COMMITTEE ON POLICE AND FIRE.****APPOINTMENT OF CLAUDIA F. BADILLO AS MEMBER OF POLICE BOARD.**  
[A2024-0009554]

The Committee on Police and Fire submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire, which held a meeting on Tuesday, June 11, 2024, in person to consider the appointment of Claudia F. Badillo as a member of the Police Board (A2024-0009554), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Claudia F. Badillo as a member of the Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## APPOINTMENT OF KATHRYN C. LISS AS MEMBER OF POLICE BOARD.

[A2024-0009556]

The Committee on Police and Fire submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire, which held a meeting on Tuesday, June 11, 2024, in person to consider the appointment of Kathryn C. Liss as a member of the Police Board (A2024-0009556), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Kathryn C. Liss as a member of the Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## APPOINTMENT OF JUSTIN L. TERRY AS MEMBER OF POLICE BOARD.

[A2024-0009555]

The Committee on Police and Fire submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire, which held a meeting on Tuesday, June 11, 2024, in person to consider the appointment of Justin L. Terry as a member of the Police Board (A2024-0009555), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Justin L. Terry as a member of the Police Board was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**

AMENDMENT OF SECTION 2-8-040 OF MUNICIPAL CODE ESTABLISHING EXCEPTION TO ALDERMANIC INTRODUCTION LIMIT FOR HONORARY STREET DESIGNATIONS.

[O2024-0009245]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 (O2024-0009245) transmitted herewith for an amendment of Municipal Code Section 2-8-040 establishing exception to aldermanic introduction limit to honorary street designations for city employees that died in the line of their respective duties in service to the City of Chicago and shall not count against any aldermanic allotment in a calendar year. The cost will be the responsibility of CDOT. This ordinance was referred to the committee on May 22, 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 Mitchell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 2-8-040 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-8-040 Honorary Street-Name Designation.

(Omitted text is unaffected by this ordinance.)

(3) Each alderman may propose up to two Designation ordinances per calendar year. Designations honoring city employees that died in the line of their respective duties in service to the City of Chicago shall not count against any aldermanic allotment in a calendar year.

(Omitted text is unaffected by this ordinance.)

(d) When the City Council passes a Designation ordinance, the street shall retain its official name and its legal status. The Department of Transportation shall issue two signs, each to be installed on an existing pole at either end of the section of street designated. The Department of Transportation's cost of installation and removal shall be paid from the proposing ward's annual menu program budget or the ward's aldermanic expense account upon passage of a Designation ordinance except for those designations honoring city employees that died in the line of their respective duties in service to the City of Chicago. The cost will be the responsibility of the Department of Transportation.

(e) A Designation shall expire five years after the date of ordinance passage unless renewed. Inclusive of signs currently posted as of the effective date of this section, once five years has expired the Department of Transportation shall remove the signs. An alderman wishing to renew a Designation shall propose an ordinance requesting the renewal. The renewal shall be for five years. Designations honoring city employees that died in the line of their respective duties in service to the City of Chicago shall not expire.

SECTION 2. This ordinance shall take effect immediately after passage and publication.

DEDICATION OF EAST/WEST ALLEY AND VACATION OF NORTH/SOUTH ALLEY  
IN BLOCK BOUNDED BY N. ELSTON AVE., W. LE MOYNE ST., N. NOBLE ST. AND  
W. NORTH AVE.

[O2024-0008156]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 (O2024-0008156) transmitted herewith for a proposed vacation of the approximately north/south alley and the dedication of a section of the east/west alley in the block bounded by North Elston Avenue, West North Avenue, West Le Moyne Street and North Noble Street located in the 27<sup>th</sup> Ward. This ordinance was referred to the committee on March 20, 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 Mitchell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 1528 -- 1558 North Elston Avenue, 1347 -- 1351 West North Avenue, 1355 -- 1359 West North Avenue and approximately 1517 -- 1553 North Noble Street are owned by North Elston Noble LLC, an Illinois limited liability company ("Developer"); and

WHEREAS, The Developer proposes to assemble the portion of the alley to be vacated herein for inclusion in a new commercial development; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of that portion of the public alley described in the following ordinance, and the dedication of a new public alley for remaining access; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Dedication of that part of Lot 7 in Block 31 in Elston's Addition to Chicago recorded May 11, 1855, ante-fire, in the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, and described as follows: commencing at the northeast corner of Lot 1 in Block 31 in Elston's Addition to Chicago aforesaid; thence south 13 degrees, 12 minutes, 30 seconds east along the easterly line of Lots 1 through 7 aforesaid, also being the westerly line of a north/southerly 20-foot-wide public alley, 350.05 feet to the point of beginning; thence south 13 degrees, 12 minutes, 30 seconds east along the westerly line of Lot 7 aforesaid, 27.43 feet; thence north 64 degrees, 04 minutes, 26 seconds west, 8.84 feet; thence south 65 degrees, 03 minutes, 38 seconds west, 49.83 feet to the easterly line of North Noble Street per ordinance Number 92860 recorded April 2, 1873; thence north 42 degrees, 39 minutes, 41 seconds west along the easterly line of North Noble Street aforesaid, 21.00 feet; thence north 65 degrees, 03 minutes, 38 seconds east, 67.37 feet to the point of beginning, all in Cook County, Illinois, said above described parcel containing 1,266 square feet or 0.029 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 clarity, is hereby made a part of this ordinance, be and the same is accepted, and the public interest will be subserved by the acceptance of the dedication and its opening for public use. Vacation of that part of the north/southerly 20-foot-wide public alley lying east of and adjoining Lots 1 through 6 and that part of Lot 7 and west of and adjoining Lots 16 through 21 all in Block 31 in Elston's Addition to Chicago recorded May 11, 1855, ante-fire, in the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, and described as follows: beginning at the northeast corner of said Lot 1; thence south 13 degrees, 12 minutes, 30 seconds east along the east line of Lots 1 through 6 and that part of Lot 7 aforesaid, 350.05 feet to the intersection with the westerly extension of the southerly line of said Lot 16; thence north 65 degrees, 03 minutes, 38 seconds east along said westerly extension of Lot 16, 20.43 feet to the southwest corner of said Lot 16; thence north 13 degrees, 12 minutes, 30 seconds west

along the westerly line of Lots 16 through 21 aforesaid, 341.73 feet to the northwest corner of said Lot 21; thence south 88 degrees, 33 minutes, 07 seconds west, 20.43 feet to the point of beginning, all in in Cook County, Illinois, said above described parcel containing 6,918 square feet or 0.158 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B, 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 subdivision herein provided for is made upon the express condition that within 180 days of the City Council passage of this ordinance and its related plat, the Developers shall pay to the City Treasury of the City of Chicago, a quoted security deposit equal to the costs of Developer's work to revise existing public paving, curb, and related appurtenances, and to create new public way, 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 and as agreed to. Upon completion of the work, a request for final field inspection and approval of the Developer'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 3. The Developer acknowledges that any private sewers, water services or appurtenances and connections within the area to be dedicated shall be permanently sealed, removed or relocated to private property at the Developer's expense, in accordance with the standard procedures of the Department of Water Management; or established as public through City Council action. In the event that any sewer or water service is abandoned in the area to be dedicated, the abandonment plans must be reviewed, approved and permitted by the Department of Water Management, prior to work. The Developer understands that it is his responsibility to provide proper drainage, and lay new sewer main and associated structures, at his expense to drain his property, in accordance with plans reviewed, approved and permitted by the Department of Water Management Sewer Design Section, prior to work. Acceptance of new sewers in the area herein dedicated is contingent upon submittal of as-built drawings, and physical and videotape inspection provided by the Developer provided to the Department of Water Management within 30 days of completion. All sewer work in both new public way and on private property requires a permit of a Licensed Drainlayer as secured through the Department of Buildings-Sewer Permit Section.

SECTION 4. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and AT&T, 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 at all times. 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 and AT&T 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 utility. Any future

Developer-prompted relocation of facilities lying within the area being vacated will be accomplished by the involved utility, and be completed at the expense of the Developer, its successors or assigns.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated the sum One Million One Hundred Ten Thousand and no/100 Dollars (\$1,110,000.00), which sum in the judgement of this body will be equal to such benefits.

SECTION 6. The vacation herein provided for is made under the express condition that the Developer, its successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to said vacation.

SECTION 7. The vacation 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 Developer 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 plats as authorized by the Superintendent of Maps and Plats.

Vacation Approved, Dedication  
Accepted:

(Signed) Thomas Carney  
Acting Commissioner,  
Department of Transportation

Introduced By:

(Signed) Walter Burnett  
Aldersperson, 27<sup>th</sup> Ward

CDOT File Number:

05-27-23-4051.

[Exhibits "A" and "B" referred to in this ordinance printed on  
pages 13370 through 13373 of this *Journal*.]

Exhibit "A".

Plat Of Dedication.  
(Page 1 of 2)

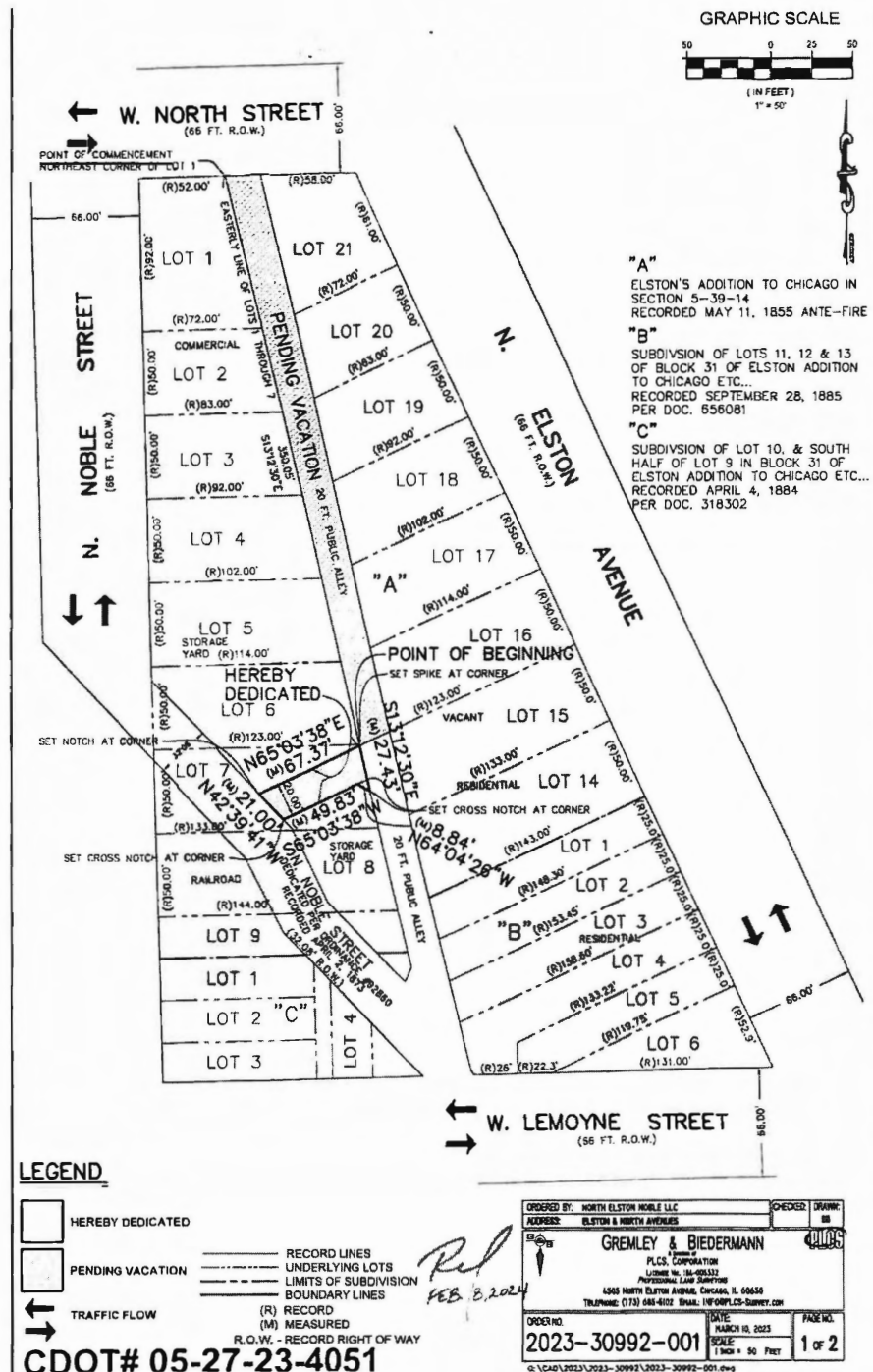


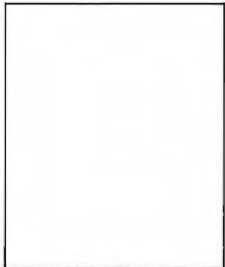
Exhibit "A".

Plat Of Dedication.  
(Page 2 of 2)

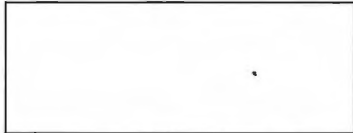
AFFECTED PINS:  
17-05-103-011 - LOT 8  
17-05-103-046 - LOTS 7, 8 & 9

LEGAL DESCRIPTION:

THAT PART OF LOT 7 IN BLOCK 31 IN ELSTON'S ADDITION TO CHICAGO RECORDED MAY 11, 1855 ANTE-FIRE, IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 31 IN ELSTON'S ADDITION TO CHICAGO AFORESAID, THENCE SOUTH 13 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 7 AFORESAID, ALSO BEING THE WESTERLY LINE OF A NORTH-SOUTHERLY 20 FOOT WIDE PUBLIC ALLEY, 350.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 7 AFORESAID 27.43 FEET; THENCE NORTH 64 DEGREES 04 MINUTES 26 SECONDS WEST 8.84 FEET; THENCE SOUTH 65 DEGREES 03 MINUTES 38 SECONDS WEST 49.83 FEET TO THE EASTERLY LINE OF N. NOBLE STREET PER ORDINANCE NUMBER 92860 RECORDED APRIL 2, 1873; THENCE NORTH 42 DEGREES 39 MINUTES 41 SECONDS WEST ALONG THE EASTERLY LINE OF N. NOBLE STREET AFORESAID 21.00 FEET; THENCE NORTH 65 DEGREES 03 MINUTES 38 SECONDS EAST 67.37 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,266 SQUARE FEET OR 0.029 ACRES, MORE OR LESS



CHICAGO DEPARTMENT OF TRANSPORTATION



COOK COUNTY



CHICAGO DEPARTMENT OF FINANCE

OWNER'S CERTIFICATE:

State of Illinois)  
County of )ss

NORTH ELSTON NOBLE LLC, does hereby certify that it is the owner of the property described hereon and that it has caused the said property to be surveyed and dedicated for Public Right of Way as shown hereon.

Dated: \_\_\_\_\_ A.D. 2024.

By \_\_\_\_\_

State of Illinois)  
County of )ss

\_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person who appeared before me this day in person and acknowledged that he (she) is the owner of the property described on the plat hereon drawn and that as such owner he (she) signed, sealed and delivered the said instrument for the uses and purposes therein set forth. Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024.

Notary Public

SURVEY PREPARED FOR / AND MAIL TO:

Crystal Novak  
3423 N. Drake Avenue  
Chicago, IL 60618

SURVEYORS NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2024.  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2025

ZONING: B1-1 Neighborhood Shopping District

FIELD MEASUREMENTS COMPLETED ON MARCH 10, 2023.

Note (R) & (M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

Except for building foot prints improvements omitted at clients request.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2024 "All Rights Reserved"

CDOT# 05-27-23-4051

SURVEYOR'S CERTIFICATE

State of Illinois)  
County of Cook)ss

We, GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62° Fahrenheit. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Field measurements completed on FEBRUARY 6, 2024.

Signed on FEBRUARY 7, 2024.

By: *R. G. Biedermann*

Professional Illinois Land Surveyor No. 2802



ORDERED BY: NORTH ELSTON NOBLE LLC	CHECKED: <input type="checkbox"/>	DRAWN: <input type="checkbox"/>
ADDRESS: ELSTON & NORTH AVE/ALY		
<b>GREMLEY &amp; BIEDERMANN</b>		
PLCS, CORPORATION LICENSE NO. 081-005332 PROFESSIONAL LAND SURVEYOR 4545 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 485-5182 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO: <b>2023-30992-001</b>	DATE: MARCH 10, 2023 SCALE: 1" = 60' PER	PAGE NO: <b>2 OF 2</b>

C:\CAD\2023\2023-30992\2023-30992-001.dwg

Exhibit "B".

Plat Of Vacation.  
(Page 1 of 2)

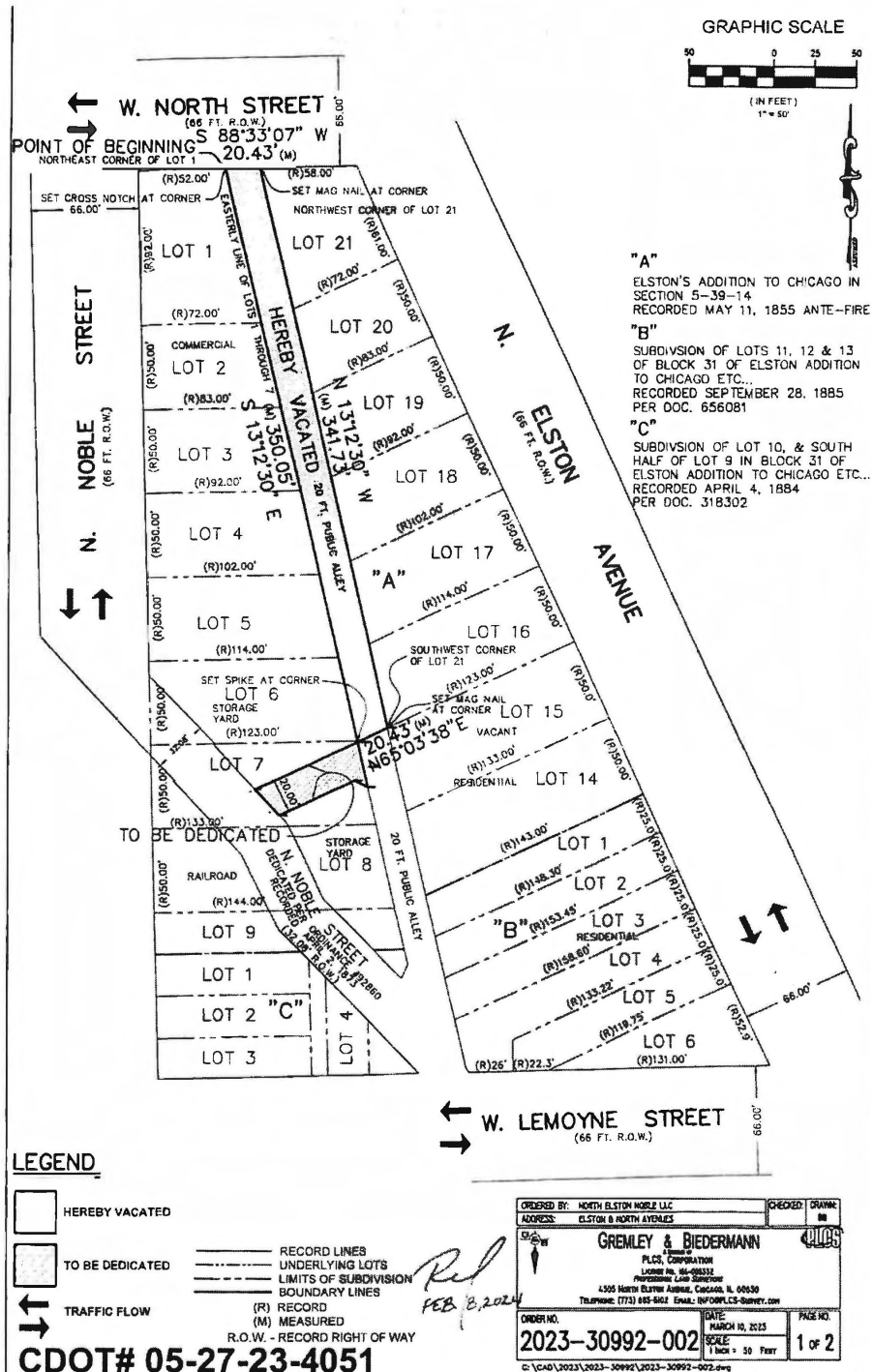


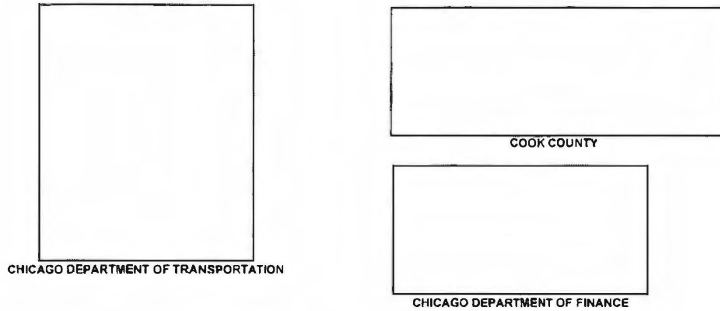
Exhibit "B".

Plat Of Vacation.  
(Page 2 of 2)

- 17-05-103-001 - LOT 1
- 17-05-103-003 - LOT 2
- 17-05-103-004 - LOT 2
- 17-05-103-005 - LOT 3
- 17-05-103-006 - LOT 3
- 17-05-103-007 - LOT 4
- 17-05-103-008 - LOT 4
- 17-05-103-009 - LOT 5
- 17-05-103-010 - LOT 5
- 17-05-103-011 - LOT 6
- 17-05-103-046 - LOT 7
- 17-05-103-043 - LOTS 20 & 21
- 17-05-103-025 - LOT 19
- 17-05-103-026 - LOT 19
- 17-05-103-027 - LOT 18
- 17-05-103-028 - LOT 18
- 17-05-103-029 - LOT 17
- 17-05-103-030 - LOT 17
- 17-05-103-031 - LOT 16
- 17-05-103-032 - LOT 16

LEGAL DESCRIPTION:

THAT PART OF THE NORTH-SOUTHERLY 20 FOOT WIDE PUBLIC ALLEY LYING EAST OF AND ADJOINING AND LOTS 1 THROUGH 6 AND THAT PART OF LOT 7 AND WEST OF AND ADJOINING LOT 16 THROUGH 21 ALL IN BLOCK 31 IN ELSTON'S ADDITION TO CHICAGO RECORDED MAY 11, 1855 ANTE-FIRE, IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 13 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF LOTS 1 THROUGH 6 AND THAT PART OF LOT 7 AFORESAID 350.05 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 16; THENCE NORTH 65 DEGREES 03 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF LOT 16 20.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 13 DEGREES 12 MINUTES 30 SECONDS WEST ALONG THE WESTERLY LINE OF LOTS 16 THROUGH 21 AFORESAID 341.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 88 DEGREES 33 MINUTES 07 SECONDS WEST 20.43 FEET TO THE POINT OF BEGINNING, ALL IN IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 6,918 SQUARE FEET OR 0.158 ACRES, MORE OR LESS.



SURVEY PREPARED FOR / AND MAIL TO:

Crystal Novak  
3423 N. Drake Avenue  
Chicago, IL 60618

SURVEYORS NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2024  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2025

CONFIRM RESERVATION FOR COMED & AT&T IF SO NOTE AS "EASEMENT IN AREA HEREBY VACATED RESERVED FOR COMED & AT&T LOOK TO ACCOMPANYING ORDINANCE FOR SPECIFIC DETAILS AND RESERVATION" OR SUITABLE DEPICTION.

ZONING: B1-1 Neighborhood Shopping District

FIELD MEASUREMENTS COMPLETED ON MARCH 10, 2023.

Note (R) & (M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

Except for building foot prints improvements omitted at clients request.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2024 "All Rights Reserved"

**CDOT# 05-27-23-4051**

SURVEYOR'S CERTIFICATE

State of Illinois  
County of Cook/ps

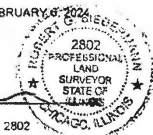
We, GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62° Fahrenheit. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Field measurements completed on FEBRUARY 10, 2024.

Signed on FEBRUARY 7, 2024.

By:

*R. Biedermann*  
Professional Illinois Land Surveyor No. 2802



ORDERED BY: NORTH ELSTON NOBLE LLC	CHECKED: [initials]	DRAWN BY: [initials]
ADDRESS: ELSTON & NORTH AVENUES		
<b>GREMLEY &amp; BIEDERMANN</b>		
P.L.C.S. CORPORATION LICENSE NO. 04-20117 Professional Land Surveyors		
4508 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 688-8182 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO: <b>2023-30992-002</b>	DATE: MARCH 10, 2023	PAGE NO: <b>2 of 2</b>
SCALE: 1" = 50 FEET		

OPENING OF PUBLIC RIGHT-OF-WAY AND VACATION OF PUBLIC ALLEYS  
IN AREA BOUNDED BY E. 60<sup>TH</sup> ST., S. DR. MARTIN LUTHER KING, JR. DR.,  
E. 61<sup>ST</sup> ST. AND S. CALUMET AVE.

[O2024-0009598]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 (O2024-0009598) transmitted herewith for a proposed vacation of certain alleys bounded by East 60<sup>th</sup> Street, East 61<sup>st</sup> Street, South Calumet Avenue and South Dr. Martin Luther King, Jr. Drive, as well as an opening for a new public alley for the affected balance of properties on the same block. This property is located in the 20<sup>th</sup> Ward. This ordinance was referred to the committee on May 22, 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 Mitchell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 commonly known as 6001 -- 6049 South Calumet Avenue, 345 -- 359 East 60<sup>th</sup> Street, 363 -- 379 East 60<sup>th</sup> Street and 6000 -- 6032 South Dr. Martin Luther King, Jr. Drive; and

WHEREAS, The City, by and through its Department of Planning and Development ("Developer"), proposes to assemble the above-referenced parcels with the portions of the public alleys to be vacated and pursuant to a separate ordinance, convey them to Sunshine Gospel Ministries, an Illinois not-for-profit corporation ("Assignee"); and

WHEREAS, Assignee intends to construct a community center campus that will offer a variety of cultural, educational, health and economic development programs and services; 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 ("CDOT"), seeks to open as public right-of-way an approximately 16 feet by 150 feet City-owned parcel located within the block bounded by South Calumet Avenue, East 60<sup>th</sup> Street, South Dr. Martin Luther King, Jr. Drive and East 61<sup>st</sup> Street; 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 vacation of the portions of public alley described below; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The opening of the south 16 feet of Lot 4 in Frederick H. Bartlett's Subdivision of Lots 15, 16, 17, 18, 19 and 20 in Parker's Resubdivision of Block 3 (except Lot 18) and all of Blocks 1 and 2 in the east half of the original subdivision of Lot 4 in Wilson, Heald and Stebbings Subdivision of the east half of the southwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said above described parcel containing 2,404 square feet or 0.055 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 and the vacation of that part of a north/south 20-foot-wide public alley dedicated by Snow and Dickinson's Subdivision recorded October 1, 1890 as Document 1345593, and that part of a north/south 18-foot-wide public alley dedicated in Block 1 of Gunn's Subdivision of the east two-thirds of the north half of Lot 3 recorded June 17, 1874 as Document 174820, and 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 of the east two-thirds of the south half of Lot 3 recorded July 1, 1895 as Document 224013, and that part of the south half of said east/west 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 Block 3 (except Lot 18) and all of Blocks 1 and 2 recorded February 25, 1875 as Document 15531, all in the east half of the southwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the northwest corner of Lot 4 in said Snow and Dickinson's Subdivision, said corner also being on the east line of said north/south 20-foot-wide public alley; thence south 01 degree, 39 minutes, 28 seconds east along said east line, 118.86 feet to the north line of Lot 1 in Block 1 of said Gunn's Subdivision; thence south 88 degrees, 13 minutes, 02 seconds west along said north line, 0.89 foot to the northwest corner of said Lot 1, said corner also being on the east line of said north/south 18-foot-wide public alley; thence south 01 degree, 37 minutes, 36 seconds east along said east line, 227.45 feet to the southwest corner of Lot 4 in Block 1 of said subdivision of the east two-thirds of the south half of Lot 3, said corner also being on the north line of said east/west 8-foot-wide public alley; thence north 88 degrees, 11 minutes, 51 seconds east along said north line, 178.79 feet to the southeast corner of said Lot 4, said corner also being on the west line of South Dr. Martin Luther King, Jr. Drive; thence south 01 degree, 37 minutes, 12 seconds east along said west line, 8.00 feet to the northeast corner of the vacated portion of South Lake Park Avenue vacated by ordinance recorded January 3, 1906 as Document 3803272; thence south 88 degrees, 11 minutes, 51 seconds west along the north line of said vacated South Lake Park Avenue and the south line of said east/west 8-foot-wide public alley, 187.27 feet to a bend point; thence south 43 degrees, 17 minutes, 03 seconds west along a southeasterly line of said public alley, 7.08 feet to the east line of said north/south 16-foot-wide public alley; thence south 01 degree, 37 minutes, 44 seconds east along said east line, 121.10 feet to the easterly extension of a line 16.00 feet north of and parallel with the south line of Lot 4 in Frederick H. Bartlett's Subdivision recorded December 23, 1910 as Document 4683082; thence south 88 degrees, 08 minutes, 45 seconds west along said easterly extension, 16.00 feet to a point on the west line of said north/south 16-foot-wide public alley; thence north 01 degree, 37 minutes, 44 seconds west along said west line, 121.12 feet to a bend point; thence north 46 degrees, 42 minutes, 57 seconds west along a southwesterly line of said alley, 7.06 feet to a point on the south line of said east/west 8-foot-wide public alley; thence south 88 degrees, 11 minutes, 51 seconds west along said south line, 145.25 feet to the northwest corner of Lot 1 in said Frederick H. Bartlett's Subdivision, said corner also being on the east line of South Calumet Avenue; thence north 01 degree, 38 minutes, 22 seconds west along said east line, 8.00 feet to the southwest corner of Lot 5 in Block 1 of said subdivision of the east two-thirds of the south half of Lot 3, said corner also being on the north line of said east/west 8-foot-wide public alley; thence north 88 degrees, 11 minutes, 51 seconds east along said line, 161.72 feet to the southeast corner of said Lot 5, said corner also being on the west line of said north/south 18-foot-wide public alley; thence north 01 degree, 37 minutes,

36 seconds west along said west line, 227.46 feet to the northeast corner of Lot 8 in Block 1 of said Gunn's Subdivision; thence south 88 degrees, 13 minutes, 02 seconds west along the north line of said Lot 8, a distance of 1.11 feet to the southeast corner of Lot 5 in the resubdivision of Lot 5 in Snow and Dickinson's Subdivision recorded March 24, 1910 as Document 452905, said corner also on the west line of said north/south 20-foot-wide public alley; thence north 01 degree, 39 minutes, 28 seconds west along said west line, 118.89 feet to the northeast corner of said Lot 5, said corner also being on the south line of East 60<sup>th</sup> Street; thence north 88 degrees, 18 minutes, 59 seconds east along said south line, 20.00 feet and the point of beginning, all in Cook County, Illinois, said above described parcel containing 11,383 square feet or 0.261 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B, 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 vacations.

SECTION 2. The City hereby reserves for the benefit of Commonwealth Edison and its successors 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 alleys 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 said facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the area herein vacated without an express written release of easement. Any future Developer or Assignee-prompted relocation of facilities lying within the area being vacated will be accomplished by the utility, and be done at the expense of the requester.

SECTION 3. The vacations and the opening are conditioned upon the City Council of the City, within 180 days following the passage of this ordinance, authorizing Developer to enter into an agreement for the sale and redevelopment of all or a portion of the land described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B.

SECTION 4. Prior to the recording of this ordinance and the associated plats, the Assignee shall deposit in the City Treasury of the City, a security deposit in an amount sufficient to defray the costs of removing paving and curb returns and constructing the new public alley, in accordance with 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 the Assignee in the Duty to Build Agreement attached as Exhibit C and hereby made a part of this ordinance. Request for final field inspection and approval of 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, less service fees.

SECTION 5. Developer and Assignee acknowledge that upon recordation of this ordinance and the associated plat of vacation as provided for herein, the eight inch (8") sewer pipe and appurtenances within the areas to be vacated shall become the private property and maintenance responsibility of the Assignee. During the course of any

abandonment or modification of these facilities, or during the required construction of the new public sewer in the area herein opened, plans must be reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to the commencement of work. Assignee, upon recordation of this ordinance acknowledges that it is responsible for the construction of sewers to drain the new public alley, and that a returnable security deposit will be required for this work. Assignee further acknowledges that the acceptance of the new sewer will be through City Council action only, as described along with additional terms, in the attached Exhibit D.

SECTION 6. The vacations and opening herein provided for are further made upon the express condition that within two hundred seventy (270) days after the passage of this ordinance, Developer or Assignee shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, the 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 7. This ordinance shall take effect and be in force from and after its passage and publication. The vacations and opening shall take effect and be in force from and after the recording of the published ordinance and approved plats, subject to the satisfaction of the condition set forth in Section 3 above.

Vacation and Opening Approved:

(Signed) Thomas Carney  
Commissioner,  
Department of Transportation

Introduced By:

(Signed) Jeanette Taylor  
Aldersperson, 20<sup>th</sup> Ward

CDOT File Number:

15-20-23-4052.

[Exhibits "A" and "B" referred to in this ordinance printed on pages 13383 through 13386 of this *Journal*.]

Exhibits "C" and "D" referred to in this ordinance read as follows:

Exhibit "C".

Duty To Build Agreement For Creation Of New Street/Alley.



Proposed Dedication of Alley -- Sunshine Community Center
343-359 E. 60th Street / 6000-6036 S. King Drive / 6001-6049 S. Calumet Avenue

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 application or the company agent for the applicant company involved in the project, and I have the authority to agree to the below terms of the dedication.

Please Initial Agreement

KS

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 Dedication associated with unique

CDOT FILE: 15-20-23-4052

KS

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.

KS

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: Kimberly Salley Date: June 13, 2023
Printed name: Kimberly Salley Title: Executive Director
Full Address: 500 East 61st Street, Chicago, IL 60637
Organization Name: Sunshine Gospel Ministries
Phone/fax: 773-904-9800
Email: kimberly@sunshinegospel.org

Subscribed and sworn to before me this 12th day of June, 2023
Notary Public



*Exhibit "D".**Sewer Design Section.*

CITY OF CHICAGO

\*

DEPARTMENT OF WATER MANAGEMENT

February 22, 2024

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 Opening Ordinance**  
**20<sup>th</sup> Ward**  
**For: Taft Stettinius & Hollister LLP**

**REVISED**

**Alley Vacation and Opening in the block bounded by S Calumet Avenue, E 60th Street,  
 S King Drive, and E 61st Street.**

**OUC File No. VD-123012**  
**M&P Project No. 15-20-23-4052**  
**Water Atlas Page 482**  
**Sewer Atlas Page 38-2-34**

Dear Mr. Kalayil:

**This letter supersedes the previous version of this letter dated November 3, 2023.**

This letter is in response to your inquiry concerning the proposed alley vacation and opening. 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 vacation and opening. Therefore, the Water Section has no objection to the proposed vacation and opening.

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](mailto:andrew.mcfarland@cityofchicago.org).

**II) The Department of Water Management - Sewer Section**

**I. Alley Vacation:** Based on the sewer records the following public sewers and associated structures are present within the areas proposed for vacation:

1. There is an 8-inch public sewer and appurtenances in North-South alley east of S Calumet Ave from approximately 250 feet north of E 61<sup>st</sup> St to approximately 220 feet north of E 61<sup>st</sup> St, bounded by E Calumet Ave to the west and S Dr Martin Luther King Drive to the east.

OUC File No. VD-123012 REVISED

February 22, 2024

Page 2 of 3

2. There is an 8-inch public sewer and appurtenances in East-West alley south of E 60<sup>th</sup> St from S Martin Luther King Dr to approximately 200 feet west of S Martin Luther King Dr, bounded by E 60<sup>th</sup> St to the North and E 61<sup>st</sup> St to the south.
- II. **Alley Opening:** Based on the sewer records there are no public sewers and appurtenances within the proposed East-West Alley Opening, North of 61<sup>st</sup> Street from S Calumet Ave to the north-south alley east of S Calumet, Bounded by E 60<sup>th</sup> St to the North, E 61<sup>st</sup> St to the south, S Calumet Ave to the West and S Martin Luther King Dr to the East.
- III. **Alley Opening and Vacation Requirements:** The Sewer Section has no objection to the proposed opening and vacation, provided the following are part of the ordinance:
1. The sewers and appurtenances in (I.1) and (I.2) are solely serving the beneficiary, the beneficiary must assume ownership of these sewer facilities.
  2. These sewer facilities will be the private property of the beneficiary. The beneficiary must assume all liability for these facilities and be responsible for all maintenance and repairs for their reuse.
  3. 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. Any sewers to be abandoned must be plugged at the mainline connection.
  4. Based on topographical survey, the remaining portion of the existing public alley that will not be vacated is draining north towards the area proposed to be vacated. To facilitate proper drainage, the beneficiary must install new sewer infrastructure as needed for both the remaining portion of the existing public alley and the proposed alley opening.
  5. An insurance deposit is required from the beneficiary in case the beneficiary is unable to successfully complete the construction of the drainage requirements to the area. The deposit allows the Department of Water Management (DWM) Sewer Section to finalize any remaining work. The specified deposit for the Sewer section is set at \$136,619.01 and must be forwarded to the Department of Water Management. These estimates are based on current rates for labor, materials, equipment and overhead charges, but actual costs will be billed to the beneficiary upon DWM's completion of the work.  
  
A certified check, payable to the City of Chicago, must be hand delivered to the Department of buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, 312-744-7060, with a copy of this memo.
  6. A copy of the deposit receipt must be sent to Alexander Huynh at alexander.huynh@cityofchicago.org and Anupam Verma at Anupam.verma@cityofchicago.org
  7. 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.
  8. It is the owner's / developer's responsibility to provide proper drainage for the areas affected by the opening and vacation. When the final plans are available, the owner's / developer's engineering staff must discuss those plans with Sewer Section

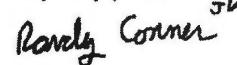
OUC File No. VD-123012 REVISED  
February 22, 2024  
Page 3 of 3

Engineering Personnel. The plans must be submitted through the OUC-EFP review process.

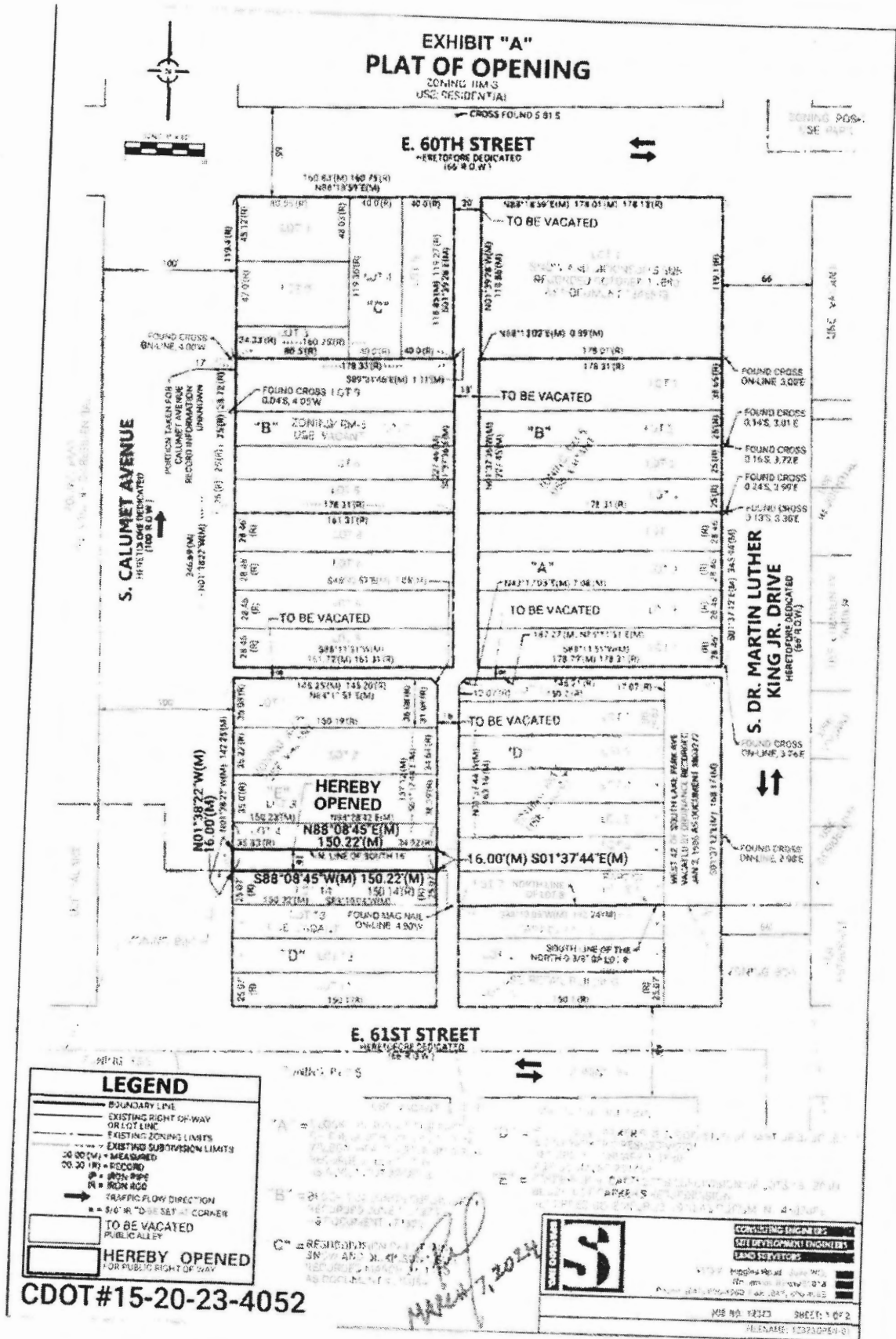
9. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed openings, must be submitted for review and installed at the expense of the beneficiary. The maintenance of the public sewers and sewer structures will be accepted by the Department of Water Management only, after physical and videotape inspection approved by the Department of Water Management.
10. 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.
11. Please be advised that any development creating more than 7,500 sq-ft of at grade impervious surface or disturbs a land area more than 15,000 sq-ft shall be subject to the regulated development requirements of DWM's Stormwater Regulations and must go through DOB Stormwater review.

If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-744-4420.

Very truly yours.



Randy Conner  
Commissioner



### EXHIBIT "A" PLAT OF OPENING

AFFECTED PIN  
20-15-311 010000

**LEGAL DESCRIPTION:**

THE SOUTH 16 FEET OF LOT 4 IN FREDRICK H. BARTLETT'S SUBDIVISION OF LOTS 15, 16, 17, 18, 19 AND 20 IN PARKER'S RESUBDIVISION OF BLOCK 3 (EXCEPT LOT 18) AND ALL OF BLOCKS 1 AND 2 IN THE EAST HALF OF THE ORIGINAL SUBDIVISION OF LOT 4 IN WILSON, HEALD AND STEBBINGS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 2,404 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.

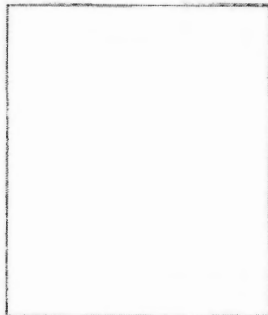
**SURVEYOR'S NOTES:**

1. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED.
2. BASIS OF BEARINGS: TRUE NORTH BASED ON GEODETIC OBSERVATION IN EAST ZONE.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
4. PREPARED FOR/AND MAIL TO:  
SUNSHINE COMMUNITY CENTER  
C/O CHICAGO NEIGHBORHOOD INITIATIVES  
1000 EAST 11TH STREET  
10TH FLOOR  
CHICAGO, ILLINOIS 60626
5. LAST DATE OF FIELD WORK: JANUARY 27, 2023.
6. OPENED PARCELS WILL BE MONUMENTED WITH 5/8" IRON ROD OR A CROSS CUT IN CONCRETE.

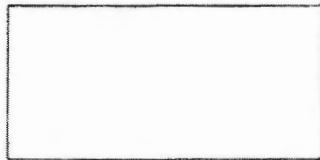
- B1-C - NEIGHBORHOOD SHOPPING DISTRICT
- B2-1 - NEIGHBORHOOD MIXED-USE DISTRICT
- POS-1 - PARKS AND OPEN SPACE DISTRICT
- RM-3 - RESIDENTIAL MULTIFAMILY DISTRICT
- R3-3 - RESIDENTIAL SINGLE-FAMILY DISTRICT
- RT-3-S - RESIDENTIAL TWO-FLAT, TOWNHOUSE AND MULTIFAMILY DISTRICT



COOK COUNTY



CHICAGO DEPARTMENT OF TRANSPORTATION



CHICAGO DEPARTMENT OF FINANCE

STATE OF ILLINOIS  
COUNTY OF COOK

WE, SPINCEO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 19402157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREIN DRAWN FOR THE PURPOSE OF OPENING A PUBLIC STREET AS SHOWN, AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID OPENING.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY DEALING.

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 OPENING WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER OUR HAND AND SEAL THIS 20th DAY OF MARCH, 2024, IN ROSEMONT, ILLINOIS.

*Rebecca Y. Ropecck*

REBECCA Y. ROPECCK, P.L.S. #015-3642  
LICENSE EXPIRES 11-30-2024

COMPARE ALL MEASUREMENTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE TO THE DEED OR TITLE POLICY FOR BUILDING LINES AND CALCULATIONS.



**CONCORDING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

2875 N. Higgins Road, Suite 700  
Niles, IL 60541  
847.528.4000 FAX 847.528.4300

JOB NO: 12373 SHEET: 2 OF 2  
FILENAME: 123730PEN-01

CDOT#15-20-23-4052

*Rebecca Y. Ropecck*  
March 20, 2024

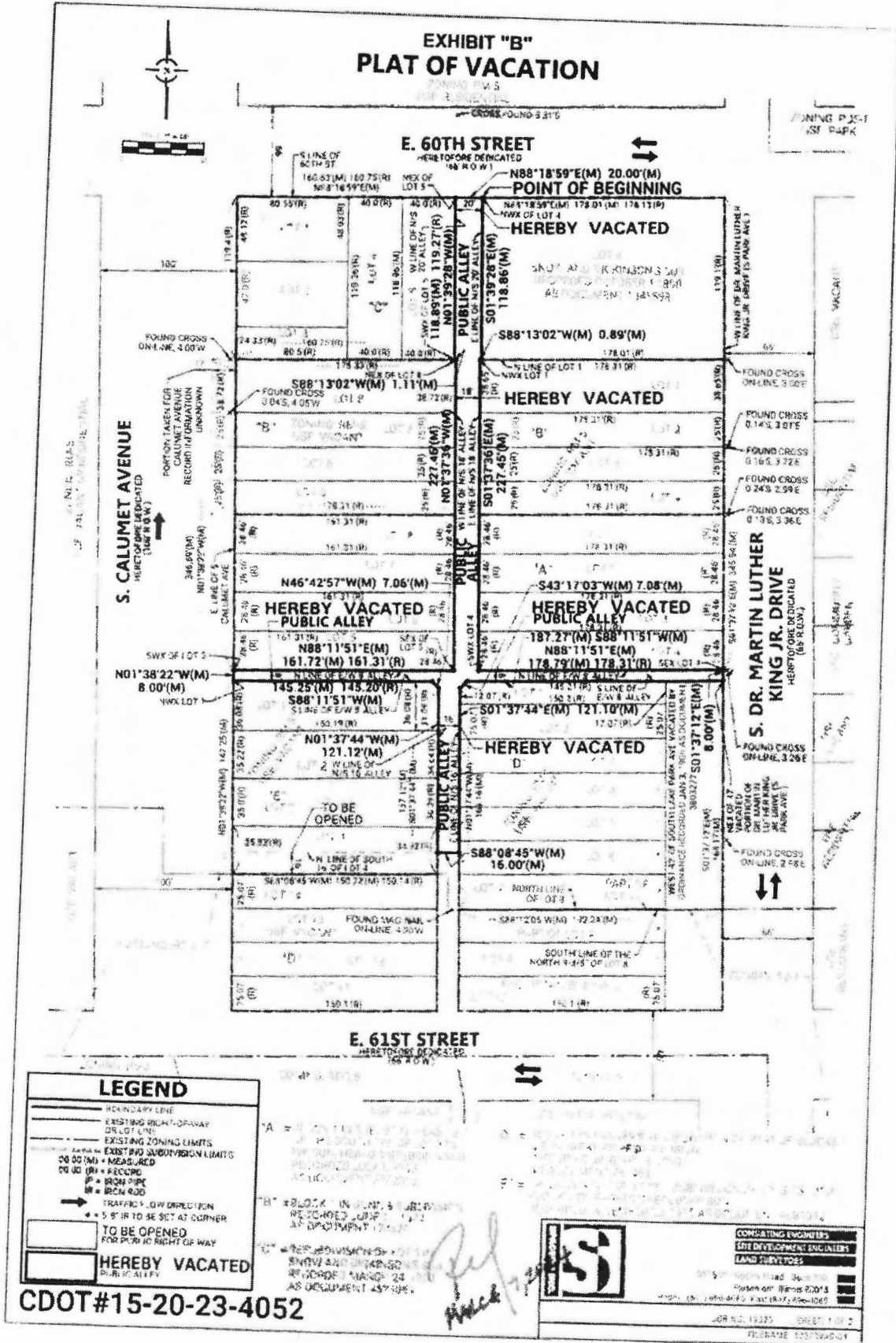


EXHIBIT "B"
PLAT OF VACATION

LEGAL DESCRIPTION:

THAT PART OF A NORTH-SOUTH 20 FOOT WIDE PUBLIC ALLEY DEDICATED BY SNOW AND DICKINSON'S SUBDIVISION RECORDED OCTOBER 1, 1890 AS DOCUMENT 1345593, AND THAT PART OF A NORTH-SOUTH 18 FOOT WIDE PUBLIC ALLEY DEDICATED IN BLOCK 1 OF GUNN'S SUBDIVISION OF THE EAST 2/3 OF THE NORTH 1/2 OF LOT 3 RECORDED JUNE 17, 1874 AS DOCUMENT 174820, AND 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 OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 3 RECORDED JULY 1, 1895 AS DOCUMENT 224013, AND THAT PART OF THE SOUTH HALF OF SAID EAST-WEST 8 FOOT WIDE PUBLIC ALLEY, TOGETHER WITH THAT PART OF A NORTH-SOUTH 18 FOOT WIDE PUBLIC ALLEY DEDICATED IN BLOCK 1 OF PARKER'S RESUBDIVISION OF BLOCK 3 (EXCEPT LOT 18) AND ALL OF BLOCKS 1 AND 2 RECORDED FEBRUARY 25, 1875 AS DOCUMENT 15531, ALL IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

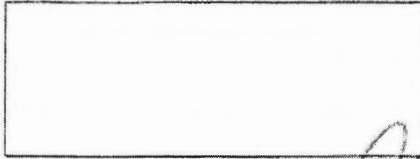
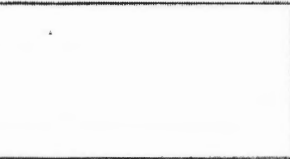
BEGINNING AT THE NORTHWEST CORNER OF LOT 4 IN SAID SNOW AND DICKINSON'S SUBDIVISION, SAID CORNER ALSO BEING ON THE EAST LINE OF SAID NORTH-SOUTH 20-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 39 MINUTES 28 SECONDS EAST, ALONG SAID EAST LINE, 118.86 FEET TO THE NORTH LINE OF LOT 1 IN BLOCK 1 OF SAID GUNN'S SUBDIVISION; THENCE SOUTH 88 DEGREES 13 MINUTES 02 SECONDS WEST, ALONG SAID NORTH LINE, 0.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE EAST LINE OF SAID NORTH-SOUTH 18-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 37 MINUTES 36 SECONDS EAST, ALONG SAID EAST LINE, 227.45 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN BLOCK 1 OF SAID SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 3, SAID CORNER ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST 8-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 88 DEGREES 11 MINUTES 51 SECONDS EAST, ALONG SAID NORTH LINE, 170.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING ON THE WEST LINE OF S. DR. MARTIN LUTHER KING JR. DRIVE; THENCE SOUTH 01 DEGREES 37 MINUTES 12 SECONDS EAST, ALONG SAID WEST LINE, 8.00 FEET TO THE NORTHEAST CORNER OF THE VACATED PORTION OF S. LAKE PARK AVENUE VACATED BY ORDINANCE RECORDED JANUARY 3, 1906 AS DOCUMENT 3803272, THENCE SOUTH 88 DEGREES 11 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF SAID VACATED S. LAKE PARK AVENUE AND THE SOUTH LINE OF SAID EAST-WEST 8-FOOT WIDE PUBLIC ALLEY, 187.27 FEET TO A BEND POINT; THENCE SOUTH 43 DEGREES 17 MINUTES 03 SECONDS WEST, ALONG A SOUTHEASTERLY LINE OF SAID PUBLIC ALLEY, 7.08 FEET TO THE EAST LINE OF SAID NORTH-SOUTH 18-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, 121.10 FEET TO THE EASTERLY EXTENSION OF A LINE 16.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 4 IN FREDERICK H. BARTLETT'S SUBDIVISION, RECORDED DECEMBER 23, 1910 AS DOCUMENT 4683082; THENCE SOUTH 88 DEGREES 08 MINUTES 45 SECONDS WEST, ALONG SAID EASTERLY EXTENSION, 16.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTH-SOUTH 18-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 01 DEGREES 37 MINUTES 44 SECONDS WEST, ALONG SAID WEST LINE, 121.12 FEET TO A BEND POINT; THENCE NORTH 46 DEGREES 42 MINUTES 57 SECONDS WEST, ALONG A SOUTHWESTERLY LINE OF SAID ALLEY, 7.08 FEET TO A POINT ON THE SOUTH LINE OF SAID EAST-WEST 8-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 88 DEGREES 11 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH LINE, 145.25 FEET TO NORTHWEST CORNER OF LOT 1 IN SAID FREDERICK H. BARTLETT'S SUBDIVISION, SAID CORNER ALSO BEING ON THE EAST LINE OF S. CALUMET AVENUE; THENCE NORTH 01 DEGREES 38 MINUTES 22 SECONDS WEST, ALONG SAID EAST LINE, 8.00 FEET TO THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 1 OF SAID SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 3, SAID CORNER ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST 8-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 88 DEGREES 11 MINUTES 51 SECONDS EAST, ALONG SAID LINE, 161.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, SAID CORNER ALSO BEING ON THE WEST LINE OF SAID NORTH-SOUTH 18-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 01 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG SAID WEST LINE, 227.45 FEET TO THE NORTHEAST CORNER OF LOT 8 IN BLOCK 1 OF SAID GUNN'S SUBDIVISION; THENCE SOUTH 88 DEGREES 13 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 11 FEET TO THE SOUTHEAST CORNER OF LOT 5 IN RESUBDIVISION OF LOT 5 IN SNOW AND DICKINSON'S SUBDIVISION RECORDED MARCH 24, 1910 AS DOCUMENT 452905, SAID CORNER ALSO ON THE WEST LINE OF SAID NORTH-SOUTH 20-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 01 DEGREES 39 MINUTES 28 SECONDS WEST, ALONG SAID WEST LINE, 118.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, SAID CORNER ALSO BEING ON THE SOUTH LINE OF E. 60TH STREET; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ALONG SAID SOUTH LINE, 20.00 FEET AND THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 11,383 SQUARE FEET OR 0.261 ACRES, MORE OR LESS.

- R1-2 = NEIGHBORHOOD SHOPPING DISTRICT
R2-1 = NEIGHBORHOOD MIXED-USE DISTRICT
POS-1 = PARKS AND OPEN SPACE DISTRICT
RM-3 = RESIDENTIAL MULTIFAMILY DISTRICT
RS-3 = RESIDENTIAL SINGLE-FAMILY DISTRICT
RT-3 = RESIDENTIAL TWO-LAKE TOWNHOUSE AND MULTIFAMILY DISTRICT

SURVEYOR'S NOTES:

- 1. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED.
2. BASIS OF BEARINGS: TRUE NORTH BASED ON GEODETTIC OBSERVATION IL EAST ZONE.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
4. PREPARED FOR/AND MAIL TO: SUNSHINE COMMUNITY CENTER, C/O CHICAGO NEIGHBORHOOD INITIATIVES, 1000 EAST 11TH STREET, 10TH FLOOR, CHICAGO, ILLINOIS 60628
5. LAST DATE OF FIELD WORK: JANUARY 27, 2023.

Table with 2 columns: ADJOINING PINS and LOT #. Lists various lot numbers and pin identifiers.



STATE OF ILLINOIS
COUNTY OF COOK

WE, REBECCA V. POPEK, AN ILLINOIS PROFESSIONAL DESIGNER, NUMBER 164-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF VACATING A PUBLIC ALLEY AS SHOWN, AND THAT THE PLAT 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.

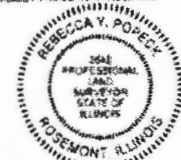
I HEREBY AUTHORIZE \_\_\_\_\_ OR THEIR AGENT TO FILE THIS PLAT OF VACATION WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER OUR HAND AND SEAL THIS 22nd DAY OF MARCH, 2024, IN ROSEMONT, ILLINOIS.

Signature of Rebecca V. Popek

REBECCA V. POPEK, P.L.S., No. 164-001157
Professional Engineer - Surveying

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE TO THE DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.



CONSULTING ENGINEERS
CITY DEVELOPMENT ENGINEERS
LAND SURVEYORS

1871 W. Higgins Ave., Suite 200
Rosemont, Illinois 60018
Phone: 630-582-0252 Fax: 630-582-0256

JOB NO: 12373 SHEET: 1 OF 2

FILE NO: 12373YAC-01

CDOT#15-20-23-4052

Handwritten signature and date: REBECCA V. POPEK, MARCH 7, 2024

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, June 12, 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 May 22, 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 Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*A Sweets Girl Bakery.*

[O2024-0009448]

*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 4305 South Halsted Street, A Sweets Girl Bakery, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Apache Motel.*

[O2024-0009369]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Apache Motel, 5535 North Lincoln Avenue, Chicago, Illinois 60625, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 5535 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Barnes & Noble, Inc.*

[O2024-0009180]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Barnes & Noble, Inc. of 1601 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Beats And Baggers.*

[O2024-0009162]

*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 Beats and Baggers located at 905 North California 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.

—

*Candyland For The Sweets Daycare.*

[O2024-0009441]

*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 Candyland for the Sweets Daycare located at 1249 West 63<sup>rd</sup> Street, Chicago, Illinois 60609, 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.

—

*Car Guys Chicago.*

[O2024-0009357]

*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 Car Guys Chicago located at 937 North California 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.

*Care Manor I L.P.*

[O2024-0009401]

*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 Care Manor I L.P. of 4531 West Washington Boulevard 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.

—

*CCTZ Investments LLC.*

[O2024-0009265]

*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 2552 -- 2554 South Normal Avenue, CCTZ Investments LLC, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

*Cine City Studios.*

[O2024-0009471]

*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 Cine City Studios of 1414 South Western 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.

*Fast Muffler LLC.*

[O2024-0009335]

*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 the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt 6916 North Clark Street (Fast Muffler LLC) from the Municipal Code provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities and loading facilities for their property at 6916 North Clark Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

*J & J Car Wash.*

[O2024-0009264]

*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 349 West 31<sup>st</sup> Street, J & J Car Wash, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

*Lake Keeler LLC.*

[O2024-0009403]

*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 Lake Keeler LLC of 4202 -- 4232 West Lake 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.

*Peerless Rug Company.*

[O2024-0009430]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Peerless Rug Company of 3024 North Clybourn Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

*Santieley's Transport LLC.*

[O2024-0009259]

*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 Santieley's Transport LLC located at 4241 West Grand 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.

—

*TASC.*

[O2024-0009400]

*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 TASC of 2320 West Roosevelt Road 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.

*Transwestern Commercial Services LLC.*

[O2024-0009547]

*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 Transwestern Commercial Services LLC located at 181 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Vosges Ltd.*

[O2024-0009202]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Vosges Ltd. of 2950 North Oakley Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

*The Will Group.*

[O2024-0009061]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt The Will Group of 4720 West Fifth 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.

*Wonderland Child Care Center No. 2.*

[O2024-0009173]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Wonderland Child Care Center Number 2 located at 6130 West Belmont Avenue, Floor 1, 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.

---

EXEMPTION OF APPLICANTS FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGES IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 Department of Transportation to exempt applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities if capacity of lot or garage exceeds six spaces. These ordinances were referred to the committee on May 22, 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 Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*GZN Infant Suits.*

[O2024-0009002]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt GZN Infant Suits, 521 East 71<sup>st</sup> Street, Chicago, Illinois 60619, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 521 East 71<sup>st</sup> Street, Chicago, Illinois 60619, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Urgiles Auto Repair.*

[O2024-0009128]

*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 Urgiles Auto Repair located at 3701 West North Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on May 22 and June 12, 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 Mitchell, the said proposed ordinances with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*E. Pershing Rd., From S. Dr. Martin Luther King, Jr. Dr. To S. Vincennes Ave., To Be Known As "Lydia Eudora Ashburne Way".*

[O2024-0009148]

WHEREAS, Lydia Eudora Ashburne M.D., made significant historical and medical contributions to the City of Chicago. Dr. Ashburne was born in 1887 in Portsmouth, Virginia to parents who were formerly enslaved; and

WHEREAS, In 1908, she graduated from Norfolk Mission College in pursuit of a career in medicine. Dr. Ashburne then entered Howard University Medical School, was the first Black woman to graduate from the program, and the first Black woman licensed as a general practitioner in Virginia; and

WHEREAS, She then journeyed to the City of Chicago and opened a medical clinic, she opened the very first United Cerebral-Palsy clinic on the South Side; and

WHEREAS, In her 65-year career, Dr. Ashburne delivered about 1,000 babies, funded indigent patient services, and organized a fundraiser to buy assistive technology for people who were affected by cerebral palsy; and

WHEREAS, Dr. Ashburne served on the board of directors for the United Cerebral Palsy and was inducted into the Chicago Senior Citizens Hall of Fame; and

WHEREAS, Dr. Ashburne was a proud member of Delta Sigma, the Chicago Chapter of the Sigma Gamma Rho Sorority, Inc., dedicating her time to enhancing the quality of life for women and their families and servicing those in need; and

WHEREAS, Lydia Eudora Ashburne resided in the South Side Chicago neighborhood of Hyde Park, until her passing at age 105; 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 permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all 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".

SECTION 2. This ordinance shall take effect upon passage and publication.

*N. Meade Ave., From W. Fullerton Ave. To W. Grand Ave., To Be Known As "Honorary Fernando DeLeon Way".*

[O2024-0009457]

WHEREAS, Fernando Miguel DeLeon was born on April 12, 1986, in Bayamon, Puerto Rico. His mother Francisca Perez and their family moved to Chicago in April 1994. Fernando grew up in the Humboldt Park community. He attended Funston Elementary and graduated from Kelvin Park High School, and he was always an Honor Roll student; and

WHEREAS, Fernando had a passion for music. In 2011, he was part of a group named Los Perdidos representing Chicago. One of the group's songs was featured in the movie "Go For It" which was also filmed in Chicago. Fernando worked hard on his solo singing career, and he was focused on making his album for his solo debut. At the same time, he was working as a car detailer, excelling in his work; and

WHEREAS, Fernando always cared about others. He always gave homeless people food and warm clothes -- including his own coat off his back. He was family-oriented, and he loved and adored his children. He was loved by everyone, including his family, friends, fellow artists, and fellow car detailers. Fernando liked to joke and make everyone laugh; and

WHEREAS, On May 30, 2020, Fernando was tragically killed in his home in the Belmont Cragin community. His death left everyone feeling sad, especially his mother Francisca who had already lost two of her children prior to Fernando's death; and

WHEREAS, Fernando made a positive impact on his community and his family, and he will always be remembered. He was a loving father, brother, and son. His memory will live on in our community; 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 for honorary street-name designation ("Designation Ordinance"), the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of North Meade Avenue, from West Fullerton Avenue to West Grand Avenue, as "Honorary Fernando DeLeon Way".

SECTION 2. Pursuant to Section 2-8-040 (b) of the Municipal Code of Chicago, the Designation Ordinance shall be accompanied by a biography ("Exhibit A"), the reason for honoring the individual or group ("Exhibit B"), and a map indicating the blocks for the designation ("Exhibit C").

SECTION 3. This ordinance shall take full effect upon passage and publication.

[Exhibit "C" referred to in this ordinance printed  
on page 13400 of this *Journal*.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*

*Biography Of Fernando Miguel DeLeon.*

Fernando Miguel DeLeon was born on April 12, 1986, in Bayamon, Puerto Rico. His mother Francisca Perez moved to Chicago in April 1994. Fernando grew up in the community near North Maplewood Avenue and West North Avenue and on North Drake Avenue and West Armitage Avenue in the Humboldt Park community. He attended Funston Elementary and graduated from Kelvin Park High School. He was always an Honor Roll student, and he excelled in car detailing and music.

Fernando had a passion for music. In 2011, he was part of a group named Los Perdidos representing Chicago. One of the group's songs was featured in the Movie "Go For It" which was also filmed in Chicago. Fernando worked hard on his solo singing career and was focused on making his album for his solo debut. At the same time, he was working as a car detailer.

Fernando always cared about others. He always gave homeless people food and warm clothes -- including his own coat off his back. He was family oriented and he loved and adored all his six children. He was loved by everyone, including his family, friends, fellow artists and car detailers. Fernando liked to joke and make everyone laugh.

On May 30, 2020, Fernando DeLeon was tragically killed in his home at 2310 North Meade Avenue in the Belmont Cragin community. His death left everyone feeling sad, especially his mother Francisca who had already lost two of her children prior to Fernando's death. Fernando made a positive impact on his community and his family, and he will be remembered.

*Exhibit "B".*

*Reasons For Honoring Fernando DeLeon.*

The 36<sup>th</sup> Ward is honoring Fernando DeLeon for the positive impact he left on his family and his community. He was beloved by his friends and family. His life was cut far too short. This honor is dedicated to Fernando, his mother Francisca Perez and their entire family.

Fernando lived in a home at 2310 North Meade Avenue before his tragic death. This is the same location where he died. We want to honor his memory near the place where he lived. Therefore, we would like to dedicate this block of North Meade Avenue, from West Fullerton Avenue to West Grand Avenue, to the memory of Fernando DeLeon. Through this ordinance, we stand to name this section of North Meade Avenue: "Honorary Fernando DeLeon Way".

Exhibit "C".

Map.

**DESIGNATION BLOCK:**

N. Meade Avenue, from W. Fullerton Avenue to W. Grand Avenue

Signs will be placed at:

- Southwest Corner of N. Meade Avenue and W. Fullerton Avenue
- Northwest Corner of N. Meade Avenue and W. Grand Avenue



*E. 110<sup>th</sup> St. And S. Mackinaw Ave. To Be Known As "William J. Kress 'Bill' Way".*  
[O2024-0009167]

WHEREAS, William J. Kress "Bill" was born on September 21, 1948, he grew up in South Chicago, where he loved the game of baseball; and

WHEREAS, William J. Kress "Bill" attended St. Pat's Grammar school on 95<sup>th</sup> Street, graduated from Mendel High School, in 1966. Bill joined the United States Air force in 1967 during the Vietnam war. He was the Crew Chief in Aviation and worked on jets, was stationed in Okinawa, and was honorably discharged in 1971; and

WHEREAS, William J. Kress "Bill" worked for the City of Chicago in the Environmental Control Department, he was also a Local 150 operator in the deep tunnel project, in 1984, he worked for the State of Illinois in the Department of Transportation at the Bishop Ford yard, highway maintenance and heavy equipment; and

WHEREAS, William J. Kress's "Bill" involvement in the community through its sports programs began in 1971. It started at his Alma Mater, St. Pat's for two seasons. In 1971, he began working with the children in the community, by helping to coach at Palmer Park for three years, next he was an assistant coach at Hyde Park, until 1977. After leaving Hyde Park, he began helping coach at George Washington Elementary School. Bill started at George Washington Elementary School in the 1980 season, where he coached Simeon Rice. He soon moved to George Washington High School where he remained throughout his coaching career which was redirected in 1987 to the East Side Little League; and

WHEREAS, William J. Kress's "Bill" was a dedicated coach. He became extremely involved in the East Side Little League located at 11037 South Avenue H and the Senior League Field located at 11000 South Mackinaw Avenue. His love of the league began in 1983 as a White Sox coach, the very first year of the present Senior League Field which started at Rowan Park. He soon went from coach to manager of the White Sox Team and had a World Series win during one of his many seasons as a manager. His involvement in the league grew when he became the secretary of the league and held that position for four years. Upon leaving the secretary position, he became the Senior League President. During his term, Bill and Tom McNulty were responsible for the renovation of the Senior League fields in 1994 and 1995 and more renovations of a new field house in 2023 with generous donations from Home Depot and volunteers from numerous labor unions. Bill left his presidency to become publicity agent for the East Side Little League. Bill was responsible for acquiring all team and league sponsors and the MC's and coordinated the annual Opening Day Parade. Bill organized and facilitated the East Side Little League Bocce Ball Tournament held at the Senior League Field for over 20 years, has organized four Golf Outings, all of which have raised countless dollars for the good of the league; and

WHEREAS, William J. Kress "Bill" passed away on December 20, 2023, at the age of 75 in Chicago, his memory will be remembered for all the good he has done in our community helping shape our girls and boys into young adults. It is necessary to keep William J. Kress "Bill's" name in the heart of the East Side Community, where it belongs; 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 the erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of East 110th Street and South Mackinaw Avenue.

SECTION 2. This ordinance shall take effect upon passage and publication.

---

*Pedestrian Plaza On W. Catalpa Ave., Between N. Clark St. And N. Ashland Ave., To Be Known As "Elise Malary Plaza".*

[O2024-0009621]

WHEREAS, The most crucial function of any public space is to build community; and

WHEREAS, Elise Malary was a Black Trans Woman, a beloved member of the Andersonville community, and an activist who fought fiercely to make that community into a more inclusive place where Black and Brown Trans people could live and thrive; and

WHEREAS, The location of this pedestrian plaza, on West Catalpa Avenue, between North Clark Street and North Ashland Avenue, was recently named Elise Malary Way, in honor of Elise's life and the indelible mark her legacy she has left on the Andersonville community; and

WHEREAS, This section of West Catalpa Avenue is also home to the Black Trans Lives Matter mural, a project in which artists and activists, including Elise Malary, came together to affirm Black Trans Lives and to demonstrate that Andersonville is, in Elise's words, "trans-welcoming, trans-inclusive, and trans-safe"; and

WHEREAS, The local community has long advocated that this pedestrian plaza be named in honor of Elise Malary, as a reminder to continue her work in furthering inclusion, equity, and justice for our Trans and Black and Brown neighbors; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The statements contained in the preamble hereof are hereby made part of this ordinance as if fully restated.

SECTION 2. A designation is hereby conferred upon the plaza, which shall hereafter be referred to as "Elise Malary Plaza" in recognition of Elise's work.

SECTION 3. The Commissioner of the Department of Transportation shall prepare and install appropriate signs to mark the designation, as well as an identifier in commemoration of Elise Malary and of the Black Trans Lives Matter movement.

SECTION 4. This ordinance shall take full force and effect upon its passage and publication.

---

*Southwest Corner Of W. Washington St. And N. Hermitage Ave. To Be Known As "Honorary Edna M. Pearce Way".*

[O2024-0009193]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance heretofore passed by the City Council, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action or standardization of the southwest corner of West Washington Street and North Hermitage Avenue to be known as "Honorary Edna M. Pearce Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

---

*6100 -- 6246 S. Wabash Ave. To Be Known As "Verlean Perkins Avenue".*

[O2024-0009171]

WHEREAS, Verlean Perkins was born April 9, 1934, and was a proud lifelong Chicagoan; and

WHEREAS, Verlean Perkins was a devoted educator, organizer, and poll worker; and

WHEREAS, Verlean was deeply committed to youth and spent over 30 years as a member of the Chicago Public school board and worked with the summer food program for over 15 years; and

WHEREAS, She also served as chairperson and volunteer for the Chicago Academic Games League for 20 years and was a member of the parent patrol; and

WHEREAS, Verlean remained committed to advancing civic engagement in her community and served as a poll worker every election and as a community representative on the local school council; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. According to an ordinance hereto passed by the City Council, which allows the erection of honorary street signs, the Commissioner of Transportation shall take the necessary action of the standardization of 6100 -- 6246 South Wabash Avenue as Verlean Perkins Avenue.

SECTION 2. This ordinance shall take effect upon passage and publication.

---

*E. 78<sup>th</sup> St., From S. South Shore Dr. To S. Coles Ave., To Be Known As "Dr. Donda West Way".*

[O2024-0009679]

*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 the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East 78<sup>th</sup> Street, from South South Shore Drive to South Coles Avenue, in honor of Chicago rapper Kanye West's mother Donda West as "Dr. Donda West Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

AMENDMENT OF HONORARY STREET DESIGNATION AS  
"MOTHER LULA MAE WATSON-WILLIAMS WAY".

[O2024-0009594]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 12, 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 (O2024-0009594) transmitted

herewith for an amendment to an ordinance passed by the City Council of the City of Chicago for Mother Lula Mae Watson-Williams Way on November 15, 2023 and printed upon page 7311 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Mother Lula Mae Watson-Williams Way" and inserting in their place the words: "Lula Mae Williams Way". This ordinance was referred to the committee on May 22, 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 Mitchell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

**SECTION 1.** An amendment to the ordinance passed by the City Council of the City of Chicago for "Mother Lula Mae Watson-Williams Way" on November 15, 2023 and printed on page 7311 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Mother Lula Mae Watson-Williams Way" and inserting in their place the words: "Lula Mae Williams Way".

**SECTION 2.** This ordinance shall take effect upon its passage and publication.

**COMMITTEE ON WORKFORCE DEVELOPMENT.**

---

**APPOINTMENT OF LAURIE J. DITTMAN AS MEMBER AND CHAIR OF HUMAN RESOURCES BOARD.**

[A2024-0009551]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an appointment (A2024-0009551) of Laurie J. Dittman to the Human Resources Board, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the members of the committee by a unanimous voice vote in committee.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Gutiérrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Laurie J. Dittman as member and chair of the Human Resources Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## APPOINTMENT OF ABBEY EUSEBIO AS MEMBER OF HUMAN RESOURCES BOARD.

[A2024-0009549]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an appointment (A2024-0009549) of Abbey Eusebio to the Human Resources Board, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the members of the committee by a unanimous voice vote in committee.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Gutiérrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Abbey Eusebio as a member of the Human Resources Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF DOMINIQUE JORDAN TURNER AS MEMBER OF HUMAN RESOURCES BOARD.

[A2024-0009550]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an appointment (A2024-0009550) of Dominique Jordan Turner to the Human Resources Board, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the members of the committee by a unanimous voice vote in committee.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Gutiérrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Dominique Jordan Turner as a member of the Human Resources Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700.

[O2024-0010070]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an ordinance (O2024-0010070) authorizing the execution of a collective bargaining agreement between the International Brotherhood of Teamsters, Local 700 and the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by the members of the committee by a unanimous voice vote in committee.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Gutiérrez, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council hereby approves an agreement, substantially as set forth in the term sheet attached hereto, dated June 3, 2024, between the City of Chicago and the International Brotherhood of Teamsters, Local 700 (Supervising Police Communication Operators/SPCOs). The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Term sheet and associated agreement attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk and at [www.chicityclerk.com](http://www.chicityclerk.com)]

---

COLLECTIVE BARGAINING AGREEMENT WITH ILLINOIS COUNCIL OF POLICE (AVIATION SURVEILLANCE SPECIALISTS).

[O2024-0010083]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 12, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an ordinance (O2024-0010083) authorizing the execution of a collective bargaining agreement between the Illinois Council of Police (Aviation Surveillance Specialists) and the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by the members of the committee by a unanimous voice vote in committee.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Gutiérrez, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council hereby approves an agreement, substantially as set forth in the term sheet and associated agreement attached hereto, dated June 3, 2024, between the City of Chicago and the Illinois Council of Police (Aviation Surveillance Specialists). The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Term sheet and associated agreement attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk and at [www.chicityclerk.com](http://www.chicityclerk.com)]

**COMMITTEE ON ZONING, LANDMARKS  
AND BUILDING STANDARDS.**

---

AMENDMENT OF TITLES 11, 14A AND 14X OF MUNICIPAL CODE REGARDING  
POLICIES AND REGISTRATION OF VACANT OR ABANDONED COMMERCIAL  
STOREFRONTS.

(As Amended)

[SO2023-0005958]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

This ordinance is organized into three articles, as follows:

- Article I: Registration of Buildings Containing Vacant Commercial Storefronts  
 Article II: Enforcement Provisions  
 Article III: Effective Date

**ARTICLE I.  
 REGISTRATION OF BUILDINGS CONTAINING VACANT COMMERCIAL  
 STOREFRONTS**

**SECTION 1.** Section 14X-2-202 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14X-2-202 DEFINITIONS.**

*(omitted text is not affected by this ordinance)*

**CITY.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**COMMERCIAL STOREFRONT.** An area within a *building* that is or would be suitable for occupancy for a non-accessory nonresidential use, assuming that any violations of this code existing at the *premises* are fully remedied, and that can be accessed directly from an outdoor space that is open to the public, such as a street, alley, sidewalk, path, or parking area.

*(omitted text is not affected by this ordinance)*

**VACANT.** A *structure* or portion of a *structure* that is lacking habitual presence of human beings who have a legal right to be on the *premises*, or ~~located on *premises* at~~ in which substantially all lawful business or construction operations or *occupancy* has ceased, or that is substantially devoid of contents. A *structure* or portion of a *structure* is *vacant* if it has been declared unfit for *occupancy* by the *building official*, *fire code official*, Department of Public Health, Department of Police, or a court or administrative agency, and that official or agency has ordered that the *structure* remain unoccupied. A *structure* or portion of a *structure* is not *vacant* if either: (1) there is a valid and active *permit* for rehabilitation of the *structure*; or (2) the owner has applied for and is diligently pursuing a *permit* for rehabilitation of the *structure*.

As applied to the entirety of a *building* or other *structure*:

In determining whether a *structure*, as a whole, is *vacant*, it is relevant to consider, among other factors, the overall floor area of the *structure* ~~or floor~~ relative to the floor area of occupied portions (if any), the condition and value of any personal property at the *premises*, whether there is active electrical, gas, and water service to the *structure* (as applicable in light of the

immediately prior occupancy of the structure), and the presence of bona fide rental or for sale signs, including valid phone and email contact information, ~~on the premises that are legible from the adjacent public way.~~ A residential *building* is not *vacant* if it has been used as a residence by an individual entitled to possession for a period of at least three months within the previous nine months and an individual entitled to possession intends to resume residing at the *building*. A *building* containing ten or more *dwelling units* or *sleeping units* is *vacant* when at least 90% of the units are unoccupied. ~~A structure is vacant if it has been declared unfit for occupancy by the building official, fire code official, Department of Public Health, Police Department, or a court or administrative agency and that official or agency has ordered that the structure remain unoccupied.~~

As applied to a commercial storefront:

In determining whether a commercial storefront is vacant, it is relevant to consider, among other factors, the condition and value of any personal property within the space, whether there is active electrical, gas, and water service to the space (as applicable in light of the immediately prior occupancy of the commercial storefront), and the presence of bona fide rental or for sale signs, including valid phone and email contact information, that are legible from the adjacent public way.

*(omitted text is not affected by this ordinance)*

**SECTION 2.** Chapter 14X-12 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**CHAPTER 14X-12**  
**VACANT BUILDINGS, STRUCTURES, AND COMMERCIAL STOREFRONTS**

**14X-12-1201 GENERAL.**

**14X-12-1201.1 Scope.**

This chapter provides minimum standards for the maintenance, insurance, and registration of *vacant buildings* and other *vacant structures* and occupied buildings containing at least one vacant commercial storefront.

**14X-12-1202 PROPERTY MAINTENANCE.**

**14X-12-1202.1 General.**

The *owner* of a *structure* or commercial storefront that is *vacant* must maintain the *premises* as provided in this code and in accordance with the additional requirements in Sections 14X-12-1202.2 through 14X-12-1202.7.

**14X-12-1202.2 Time for compliance.**

This obligation begins as soon as the *structure* or commercial storefront becomes *vacant* and continues as long as the *structure* or commercial storefront remains *vacant*.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.4 Exterior structure.**

The exterior of a ~~vacant structure~~ must be maintained in accordance with Sections 14X-12-1202.4.1 through ~~14X-12-1202.4.7~~ 14X-12-1202.4.8.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.4.8 Business identification signage.**

Business identification signage related to an activity that is no longer occurring on the premises must be removed or concealed.

**14X-12-1202.5 Interior conditions.**

The interior of a ~~vacant structure~~ Interior areas must be maintained in accordance with Section 14X-12-1202.5.1 through 14X-12-1202.5.6.

**14X-12-1202.5.1 Rubbish.**

A ~~vacant structure~~ Interior areas must be kept free of *garbage*. *Rubbish* may not be allowed to accumulate in a manner that creates a health, fire, or safety hazard, or provides harborage for rodents or other animals. ~~Materials stored on the premises~~ Stored materials must be stacked in an orderly manner, safely, and away from stairways, corridors, and other places of ingress ~~and~~ or egress.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.6 Security.**

The owner of a ~~vacant structure~~ or commercial storefront that is vacant must immediately enclose and secure the structure or commercial storefront in accordance with Sections 14X-12-1202.6.1 through 14X-12-1202.6.5.3 and in a manner that is reasonably intended to prevent entry by unauthorized persons. The owner must monitor and maintain the *premises* so that ~~vacant structures remain~~ the structure or commercial storefront remains secure.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.6.2 Larger openings.**

Openings greater than 1 square foot (0.1 m<sup>2</sup>) in area must be closed and secured, using secure doors, glazed windows, polycarbonate boarding or commercial-quality steel security panels, or filled with like-kind material as the surrounding wall to prevent entry by unauthorized persons. Plywood is prohibited.

**Exception:** For the first six months that a building or commercial storefront is *vacant*, openings greater than 1 square foot (0.1 m<sup>2</sup>) may be secured with plywood.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.6.5 Heightened security.**

Where a structure or commercial storefront has been *vacant* for six months or longer and is not in full compliance with Section 14X-12-1202.4.3, the *building official* may require the owner to provide any or all of the additional security measures in Sections 14X-12-1202.6.5.1 through 14X-12-1202.6.5.3.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.6.5.2 Burglar alarm.**

The structure or commercial storefront that is *vacant* must be monitored by a working burglar alarm system, ~~as defined in Section 4-400-010 of the Municipal Code.~~ The burglar alarm system must connect to all areas of the ~~building~~ building subject to unauthorized human entry, including, but not limited to, all exterior doors, windows, or other readily accessed openings. The *owner* must maintain an active account with a third-party burglar alarm company that has twenty-four-hour live operators. The burglar alarm system must, upon detecting unauthorized entry, send an automatic signal to the burglar alarm company who will monitor the system and notify the *owner* of the unauthorized entry, and who will also telephone the police department to inform it of the unauthorized entry if there is no adequate response from the *owner*.

*(omitted text is not affected by this ordinance)*

**14X-12-1202.7 Sign.**

Wherever a ~~vacant~~ structure or commercial storefront is required to be registered under Section 14X-12-1204 or 14X-12-1206, the *owner* must post a sign at the *premises* indicating the registration number; the name, address and telephone number of the *owner* or the *owner's* authorized agent for the purpose of service of process; and the name, address, and telephone number of any person responsible for day-to-day supervision and management of the *premises*. The sign must be at least 8.5 inches (216 mm) by 11 inches (279 mm) and lettering must be legible from the *public way*.

**14X-12-1203 INSURANCE.****14X-12-1203.1 General.**

The *owner* of a structure or commercial storefront that is *vacant* must maintain liability insurance for the *premises* as provided in Section 14X-12-1203.

**14X-12-1203.2 Time for compliance.**

This obligation begins 30 days after a structure or commercial storefront becomes *vacant* or 30 days after the *owner* becomes *owner* of the structure or commercial storefront, whichever is later. The obligation continues as long as the structure or commercial storefront remains *vacant*.

**14X-12-1203.2.1 Presumption.**

A structure or commercial storefront is legally presumed to have been *vacant* for more than 30 days if either:

*(omitted text is not affected by this ordinance)*

3. It is *vacant* and a request has been submitted to the county assessor's office or other government agency to reduce the assessed valuation of the property on the basis of vacancy.

**14X-12-1203.3 Minimum coverage.**

Insurance must provide the minimum coverage specified in Section 14X-12-1203.3.1, or 14X-12-1203.3.2, or 14X-12-1203.3.3, as applicable.

**14X-12-1203.3.1 Residential buildings.**

For *buildings* designed primarily for residential *occupancy*, the insurance policy must provide coverage in an amount of not less than \$300,000 per occurrence for bodily injury, personal injury, and property damage.

*(omitted text is not affected by this ordinance)*

**14X-12-1203.3.3 Commercial storefronts.**

For each *building* that contains at least one *vacant commercial storefront*, the insurance policy must provide commercial general liability coverage in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

**14X-12-1203.4 Notice.**

Any insurance policy acquired or renewed after the *structure or commercial storefront* has become *vacant* must provide for written notice to the *building official* within 30 days of any lapse, cancellation, or change in coverage.

**14X-12-1204 OWNER REGISTRATION OF VACANT BUILDING OR STRUCTURE.****14X-12-1204.1 General.**

The *owner* of a *structure* that, as a whole, is *vacant* must register the *structure* with the *building official* as provided in Sections 14X-12-1204.2 through 14X-12-1204.9.

*(omitted text is not affected by this ordinance)*

**14X-12-1204.2.1 Presumption.**

A *structure* is legally presumed to have been *vacant* for more than 30 days if either:

*(omitted text is not affected by this ordinance)*

3. It is *vacant* and a request has been submitted to the county assessor's office or other government agency to reduce the assessed valuation of the property on the basis of vacancy.

*(omitted text is not affected by this ordinance)*

**14X-12-1206 RESERVED OWNER REGISTRATION OF BUILDING CONTAINING A VACANT COMMERCIAL STOREFRONT.****14X-12-1206.1 General.**

The *owner* of a *building* containing at least one *commercial storefront* that is *vacant* must register the *building* with the *building official* as provided in Sections 14X-12-1206.2 through 14X-12-1206.9.

**Exception:** The requirements of this section do not apply to a *building* that is required to be registered pursuant to Section 14X-12-1204.

**14X-12-1206.2 Time for compliance.**

This obligation begins 30 days after a *commercial storefront* becomes *vacant* or 30 days after the *owner* becomes *owner* of the *commercial storefront*, whichever is later. The obligation continues as long as the *commercial storefront* remains *vacant*.

**Exception:** This obligation begins 395 days after a commercial storefront becomes vacant or 30 days after the owner becomes owner of the commercial storefront, whichever is later, if both:

1. Bona fide rental or for sale signs, including valid phone and email contact information, are displayed and legible from the adjacent public way.
2. The owner is not identified on the most recent list published pursuant to Section 2-92-416(e) of the Municipal Code.

**14X-12-1206.2.1 Presumption.**

A commercial storefront is legally presumed to have been vacant for more than 30 days if either:

1. It is vacant and has not been secured in accordance with Section 14X-12-1202.6.
2. It is vacant and more than one window, door, or other opening, in any combination, is boarded up and either:
  - 2.1. The yard contains grass or weeds more than 10 inches (254 mm) in height.
  - 2.2. The yard contains an accumulation of junk and debris.
  - 2.3. Snow and ice have not been removed from the walk leading to the commercial storefront's main entrance or from the public sidewalk adjoining the commercial storefront in the manner and within the period of time provided in Section 10-8-180 of the Municipal Code.
3. It is vacant and a request has been submitted to the county assessor's office or other government agency to reduce the assessed valuation of the property on the basis of vacancy of the commercial storefront.

**14X-12-1206.3 Method of registration.**

The building official may specify the form and manner of registration.

**14X-12-1206.4 Fees.**

The fee for each registered building for each registration or renewal period is \$100. The registration fee or renewal fee is \$250 if the applicable registration or renewal takes place not through voluntary and timely compliance, but as the result of a City identification of a violation of Section 14X-12-1206.

**Exception:** Governmental agencies are exempt from registration and renewal fees.

**14X-12-1206.5 Duration.**

A registration is valid for six months from the date of registration.

**14X-12-1206.6 Registration statement.**

In addition to other information required by the building official, the registration statement must include the name, street address, and telephone number of an authorized agent meeting the criteria listed in Sections 14X-12-1204.6.1 and 14X-12-1204.6.2.

**14X-12-1206.6.1 Evidence of insurance.**

Where requested by the *building official*, the *owner* must provide evidence of the insurance coverage required by Section 14X-12-1203 at the time of registration or renewal; however, registration or renewal may not be denied for failure to provide evidence of insurance coverage.

**14X-12-1206.6.2 Effect.**

A registration statement shall be prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the *City* against the *owner*.

**14X-12-1206.7 Renewal.**

The *owner* must renew the registration for successive six-month periods as long as the *commercial storefront* remains *vacant*.

**14X-12-1206.8 Amended statement.**

The *owner* must notify the *building official* within 20 days of any change in the registration information by filing an amended registration statement or notice of deregistration with the *building official* in the form and manner specified by the *building official*.

**14X-12-1206.9 Access.**

The *owner* of a registered *commercial storefront*, following reasonable notice, must provide access to the *building official* or *fire code official* to conduct an exterior and interior inspection of the *commercial storefront* to determine compliance with the *Municipal Code*.

*(omitted text is not affected by this ordinance)*

## ARTICLE II. ENFORCEMENT PROVISIONS

**SECTION 1.** Section 11-12-125 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**11-12-125 Water supply shut off.**

(a) Upon written notice of the Building Commissioner that a building is vacant and registered or required to be registered in accordance with Section 14X-12-1204 and upon the Building Commissioner's request to the Department of Water Management to shut off the water supply to the building, the Department of Water Management shall shut off the building's water service supply and provide notice to the Department of Finance that all applicable fees, including a water shut off fee, as determined by the Department of Water Management, shall be billed and collected by the Department of Finance. The Department of Finance shall thereafter cease billing and charging of all prospective fees and charges included in the unified statement of charges against the person responsible for the water account of the building from the time the water supply is shut off until such time as the water supply is restored.

*(omitted text is not affected by this ordinance)*

**SECTION 2.** Section 14A-2-202 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14A-2-202 DEFINITIONS.**

*(omitted text is not affected by this ordinance)*

**CITY DATUM.** The horizontal plane established pursuant to Section 10-4-210 of the *Municipal Code*.

**COMMERCIAL STOREFRONT.** As defined in Chapter 2 of the *Chicago Minimum Requirements for Existing Buildings*.

*(omitted text is not affected by this ordinance)*

**SECTION 3.** Section 14A-3-307.2 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14A-3-307.2 Written notice.**

*(omitted text is not affected by this ordinance)*

The notice must be dated and bear the *City* seal and the title of the *City* official who issued the order. If only a portion of a *building* has been ordered vacated and closed, the notice must specify the affected portion, and must also be affixed at interior entrances to that portion. The *City* official ~~must~~ may also cause a written notice of violation as provided in Section 14A-3-301.3 to be served upon the *owner* of the property.

**SECTION 4.** Section 14A-3-313.1 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14A-3-313.1 Scope.**

The following *buildings* and *structures* are declared to be public nuisances subject to abatement proceedings under Section 14A-3-313:

*(omitted text is not affected by this ordinance)*

5. A *building* or *structure* that is *vacant* and that has been in violation of any requirement under Chapter 12 of the *Minimum Requirements for Existing Buildings* for a continuous period of 365 days or more.
6. A *building* containing at least one *commercial storefront* that is *vacant* and that has been in violation of any requirement under Chapter 12 of the *Minimum Requirements for Existing Buildings* for a continuous period of 365 days or more.

**SECTION 5.** Section 14A-3-314.1 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14A-3-314 INCARCERATION.**

*(omitted text is not affected by this ordinance)*

**14A-3-314.1.5 Failure to secure vacant building or commercial storefront.**

The owner of a ~~vacant building~~ building or commercial storefront that is vacant is subject to incarceration for a term not to exceed 6 months if the building or commercial storefront is found by the building official to be vacant and open on three or more days within any 365-day period.

**14A-3-314.1.6 Death or injury caused by vacant building or commercial storefront.**

The owner of a ~~vacant building~~ building or commercial storefront that is vacant is subject to incarceration for a term of not less than 30 days where an individual suffers a severe injury or death as a result of any condition on the premises of the vacant building or within the vacant commercial storefront that is a violation of the Chicago Construction Codes. For purposes of this provision, "severe injury" means any physical injury that results in loss of soft tissue; a broken bone; hospital admittance; impairment of any bodily function; or disfiguring laceration.

**14A-3-314.1.7 Forcible felony in unsecured vacant building or commercial storefront.**

The owner of a ~~vacant building~~ building or commercial storefront that is vacant that is not secured as required by Chapter 12 of the Chicago Minimum Requirements for Existing Buildings is subject to incarceration for a term of not less than 30 days where a forcible felony occurs in the vacant building. For purposes of this provision, "forcible felony" has the same meaning as in the Criminal Code of 2012, 720 ILCS 5/2-8.

**SECTION 6.** Section 14A-3-314.1 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14A-4-407.2.1.2 Complex demolition.**

A permit application for complex demolition must include:

1. A ~~scaled site plan~~ current survey marked with the horizontal distances between buildings or structures to be demolished, property lines, and buildings on the site that will not be demolished.

*(omitted text is not affected by this ordinance)*

**ARTICLE III.  
EFFECTIVE DATE**

**SECTION 1.** This ordinance shall take effect 10 days after passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF  
AREAS SHOWN ON MAP NO. 10-F.

(Application No. A-8886)

(Common Address: 515 -- 541 W. 40<sup>th</sup> Pl., 518 -- 542 W. 41<sup>st</sup> St. And  
4039 -- 4041 S. Wallace St.)

[O2024-0008982]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> 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 Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Bumett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 46.

Nays -- Alderperson La Spata -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS3 Residential Single-Unit (Detached House) District, RT4 Residential Two-Flat, Townhouse and Multi-Unit District and M2-3 Light Industry District symbols and indications as shown on Map Number 10-F in the area bounded by:

West 40<sup>th</sup> Place; the alley next west of and parallel to South Normal Avenue; West 41<sup>st</sup> Street; the alley next east of and parallel to South Wallace Street; a line 100 feet south of and parallel to West 40<sup>th</sup> Place; South Wallace Street; a line 50 feet south of and parallel to West 40<sup>th</sup> Place; and the alley next east of and parallel to South Wallace Street,

to those of a RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

## AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed ordinances and substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 3-1.*  
(Application No. A-8874)  
(Common Address: 2533 -- 2537 W. Division St.)

[O2024-0008771]

*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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 3-1 in the area bounded by:

West Division Street; a line 275.71 feet east of and parallel to North Rockwell Avenue; the alley next south of and parallel to West Division Street; and a line 250.71 feet east of and parallel to North Rockwell Avenue,

to those of a B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 3-1.*  
(Application No. A-8887)  
(Common Address: 2626 W. Division St.)

[O2024-0009209]

*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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 3-1 in the area 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,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 7-H.*

(As Amended)

(Application No. 21047)

(Common Address: 2746 And 2626 N. Clybourn Ave.)

[SO2023-0004770]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Zoning Ordinance, is hereby amended by changing all of the Waterway-Business Planned Development Number 728 and M2-3 symbols and indications as shown on Map Number 7-H in the area bounded by:

North Clybourn Avenue; a line 1,316.75 feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line 120.00 feet southwesterly of and parallel to North Clybourn Avenue; a line 274.70 (316.75-42.05) feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line 186.74 (120+66.74) feet southwesterly of and parallel to North Clybourn Avenue; a line 266.44 (274.70-8.26) feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line bearing north 78 degrees, 36 minutes, 36 seconds east intersecting a point located 266.44 feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and 273.95 (186.74+87.21) feet southwesterly of North Clybourn Avenue; a line 1,249.15 (1,266.44-17.29) feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line 395.06 (273.95+30.41+90.70) feet southwesterly of and parallel to North Clybourn Avenue; a line 1,404.89 (1,249.15+1,249.15+155.74) feet southeasterly of the intersection of West Diversey Parkway and North Clybourn Avenue (as measured at the westerly right-of-way line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; the North Branch of the Chicago River; and North Damen Avenue,

to those of Waterway-Business Planned Development Number 728, as amended.

SECTION 2. 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:

*Waterway-Business Planned Development No. 728, As Amended.*

*Planned Development Statements.*

1. The net site area delineated herein as a Waterway-Business Planned Development consists of approximately seven hundred fifty-nine thousand five hundred eighty-four (759,584) square feet (seventeen and forty-four hundredths (17.44) acres) of property (the "Property") which is depicted on the attached Planned Development Boundary and Property Line Map and is owned or controlled by the applicant, Costco Wholesale Corporation (the "Applicant").
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets alleys or easements or adjustments of right-of-way, or consolidation or resubdivision of parcels, not otherwise specifically requested herein, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessees. 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 lessees. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term "Applicant" shall be deemed amended to apply to the transferee thereof. An agreement among different owners of the Property, or a covenant binding upon owners of the Property, may designate the parties authorized to apply for future amendments, modifications or other changes to this planned development.
4. This planned development consists of twenty-two (22) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Aerial Map; Proposed Site Plan; Proposed Site Plan -- All Phases; Fuel Facility Expansion Plan; Fuel Facility Stacking Plan; Vehicle Maneuvering; Proposed Fuel Canopy Elevations;

Building Addition -- West Elevation; Building Addition -- South Elevation; Building Addition -- East Elevation; Building Addition -- North Elevation; Chase Bank Floor Plan; Chase Bank East, West, North and South Elevations; Overall Landscape Plan; Landscape Notes and Details; Landscape Compliance Table; Fence and Pier Detail; and Riverwalk Landscape Plan, Notes and Details.

5. The following uses shall be permitted within the area delineated herein as "Waterway-Business Planned Development": all uses permitted in the B3-1 Community Shopping District (including automobile tire sales, service and repair as an accessory use) and accessory fueling facilities (gas stations); provided, however, that arcades, dwelling units, second-hand stores and rummage shops, theaters and funeral and interment services are not permitted.
6. On-premises signs and temporary signs, including, but not limited to, construction and marketing signs, shall be permitted within the planned development subject to the review and approval of the Department of Zoning and Land-Use Planning. No off-premises signs shall be permitted.
7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Zoning and Land-Use Planning. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. For purposes of floor area, floor area ratio ("FAR") and building height calculations, the definitions of the Chicago Zoning Ordinance shall apply.
9. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this planned development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
10. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with the plans and exhibits attached hereto and with the parkway and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Notwithstanding any statement to the contrary, this planned development shall be subject to the provisions of Chapter 17-11 of the Chicago Zoning Ordinance governing landscaping and screening. In any instance where a provision of this planned development conflicts with landscape and screening provisions of the Chicago Zoning Ordinance, the Chicago Zoning Ordinance shall control. Nothing in this planned development is intended to waive the applicability of the landscape and screening provisions of the Chicago Zoning Ordinance.

11. The terms, conditions and exhibits of this planned development may be modified administratively by the Commissioner of the Department of Zoning and Land-Use Planning (the "Commissioner") upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated by this planned development. Any such modification shall be deemed a minor change to the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
12. The Applicant acknowledges the importance of the Chicago River as a resource for both commerce and recreation and also acknowledges the City's goal of improving the appearance and quality of Chicago's waterways and, wherever possible, establishing a continuous landscaped walkway and bicycle path along Chicago's waterways. To further these goals, the Applicant has provided a river edge setback for all buildings and paved parking areas as depicted on the Riverwalk Landscape Plan. The river edge setback area has been, and shall continue to be, landscaped and improved with a pathway extending from the North Damen Avenue Bridge to the Property's south property line as depicted on the Riverwalk Landscape Plan. This setback area shall be open and available for use by the general public, free of charge, during normal Chicago Park District hours. Notwithstanding any provision of this planned development, the requirement that a paved pathway and public access be provided along the river edge shall not be construed to require the Applicant to permit the public use of such pathway or access for any purpose other than pedestrian movement along the river edge or to restrict the Applicant's ability to close off public access from time to time to prevent the establishment of any public or constructive easements.
13. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner which provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. All future developments shall substantially comply with the City of Chicago Sustainable Development Policy set forth by the Department of Zoning and Land-Use Planning current at the time of development.
14. 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 City of Chicago 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, to the extent required by law, the highest standard of accessibility.
15. The City of Chicago has established a Part II review fee in the amount of Zero and 25/100 Dollars (\$0.25) per square foot of buildable floor area. The Part II review fee will be assessed by the Department of Zoning and Land-Use Planning in accordance with the aforementioned rate during the actual Part II review of the new improvements (e.g., the fueling facilities) identified on the Site Plan. The fee, as determined by the Department of Zoning and Land-Use Planning at that time in accordance with

the aforementioned rate, is final and shall be paid to the Department of Zoning and Land-Use Planning prior to the issuance of any pending building permit.

16. The Applicant will comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioner of the Department of Streets and Sanitation, the Commissioner of the Department of Environment and the Commissioner of the Department of Buildings under Section 13-32-125 of the Municipal Code of Chicago or any other provision of that code.
17. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Any changes to ingress and egress as depicted in the plans and as set forth below shall be subject to the review and approval of the Department of Transportation and the Department of Zoning and Land-Use Planning. Off-street parking and loading facilities shall be provided in compliance with this planned development. A minimum of two percent (2%) of all parking spaces provided pursuant to this planned development shall be designated and designed for parking for the handicapped.
18. Unless substantial construction of the expanded accessory fueling station or the expansion to the Costco warehouse depicted on the plans, as proven by the issuance of building permits and the diligent pursuance thereof, has commenced within six (6) years of the effective date of this planned development, this planned development shall expire upon the sixth (6<sup>th</sup>) anniversary of the effective date hereof. If this planned development expires pursuant to the foregoing provision, the zoning of the Property shall automatically revert to the Waterway-Business Planned Development Number 728, as amended, classification in effect immediately prior to this amended planned development. The six (6) year period may be extended for up to one additional year if, before expiration, the Commissioner determines that good cause for an extension is shown.

[Existing Aerial Map; Existing Zoning Map; Existing Land-Use Map; Property and Planned Development Boundary Map; Site Plan -- All Phases; Enlarged Site Plan -- Phase 1 Fuel Facility Expansion; Fuel Facility Stacking Plan; Vehicle Maneuvering; Proposed Fuel Canopy Elevations; Building Addition -- North, South, East and West Elevations; Chase Bank Floor Plan; Tenant Building -- North, South, East and West Elevations; Overall Landscape Plan; Landscape Compliance Table; Landscape Plans; Pocket Park Landscape Plan; Landscape Notes and Details (Plant List); Chase Foundation Landscape Plan; Riverwalk Landscape Plan; Riverwalk Landscape Compliance Table; Landscape Notes and Details (Riverwalk Plant List); and Landscape Notes and Details referred to in these Plan of Development Statements printed on pages 13433 through 13467 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

*Waterway-Business Planned Development No. 728, As Amended.*

*Bulk Regulations And Data Table.*

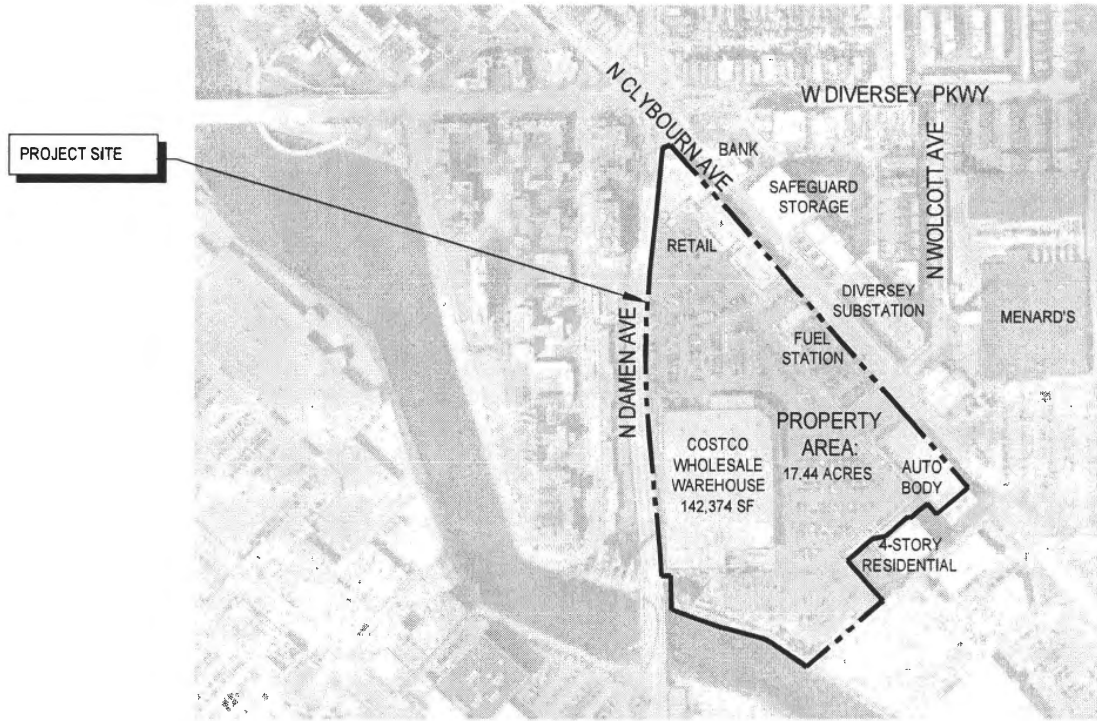
Gross Site Area 855,504 square feet (19.63 acres) = Net Site Area 759,584 square feet (17.44 acres) + Area in Public Right-of-Way, 95,920 square feet.

Maximum Permitted Floor Area Ratio:	0.35
Maximum Building Height:	Per Site Plan
Setbacks From Property Line:	Per Site Plan
Maximum Percentage of Site Coverage:	In substantial conformance with the Site Plan
Minimum Number of Off-Street Parking Spaces*:	720 parking spaces
Minimum Number of Off-Street Loading Berths:	3

---

\* Note: The minimum number of parking spaces may fall below 720 in interim phases of site modifications.

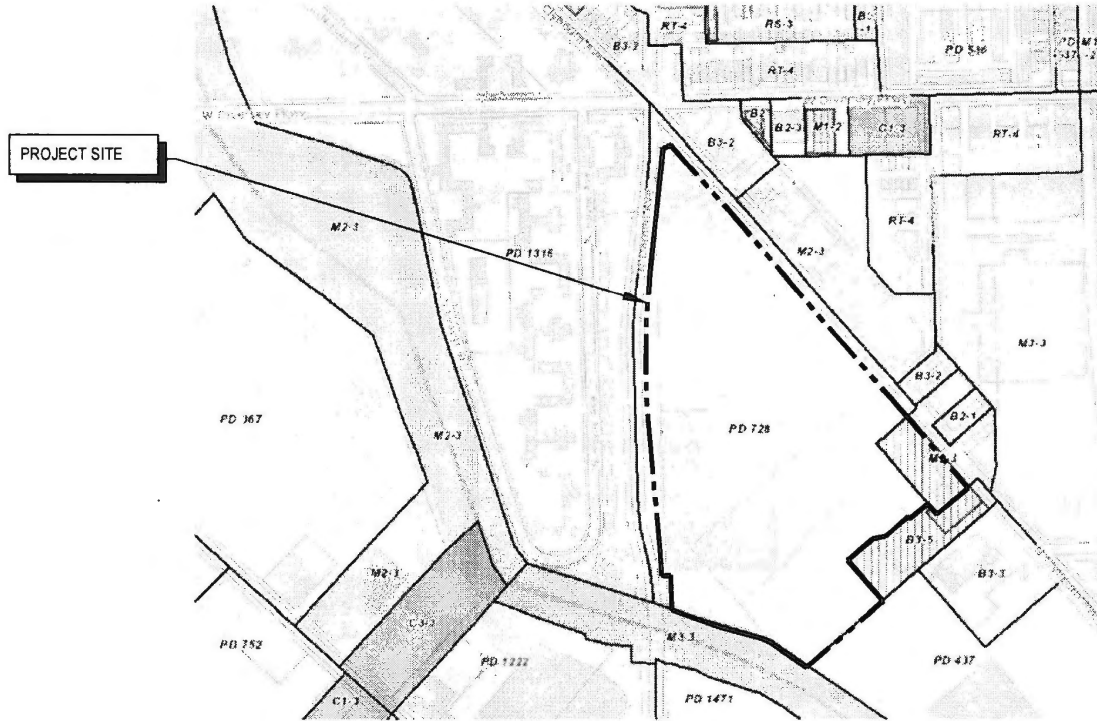
FINAL FOR PUBLICATION



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**EXISTING  
AERIAL MAP**

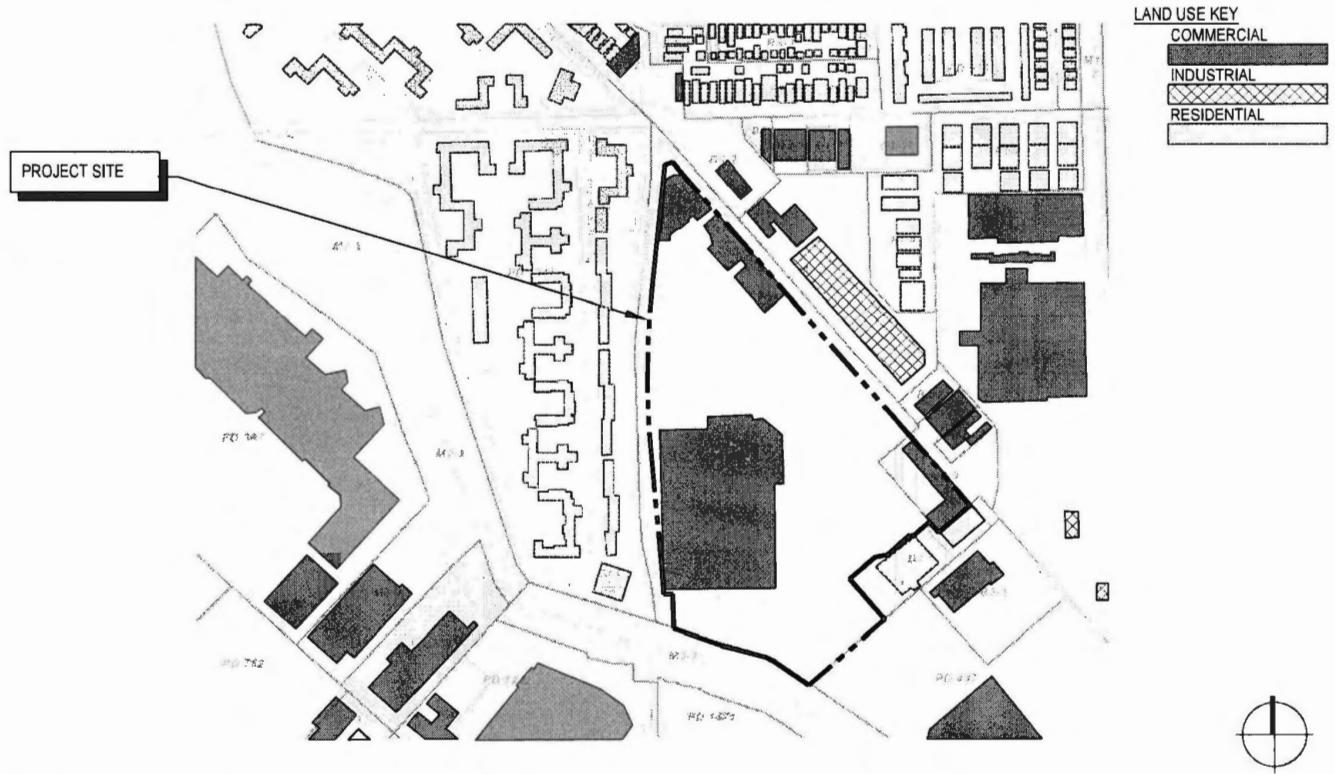
FINAL FOR PUBLICATION



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**EXISTING  
ZONING MAP**

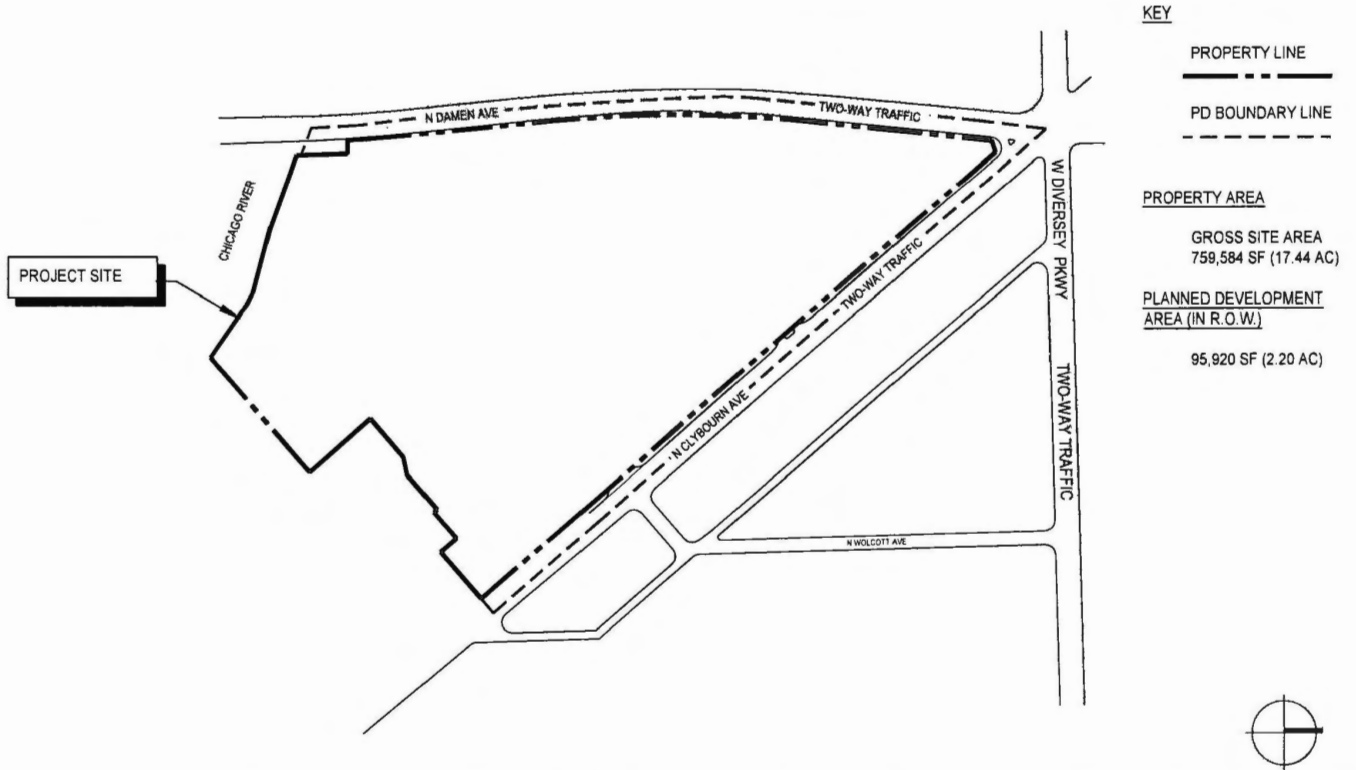
FINAL FOR PUBLICATION



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

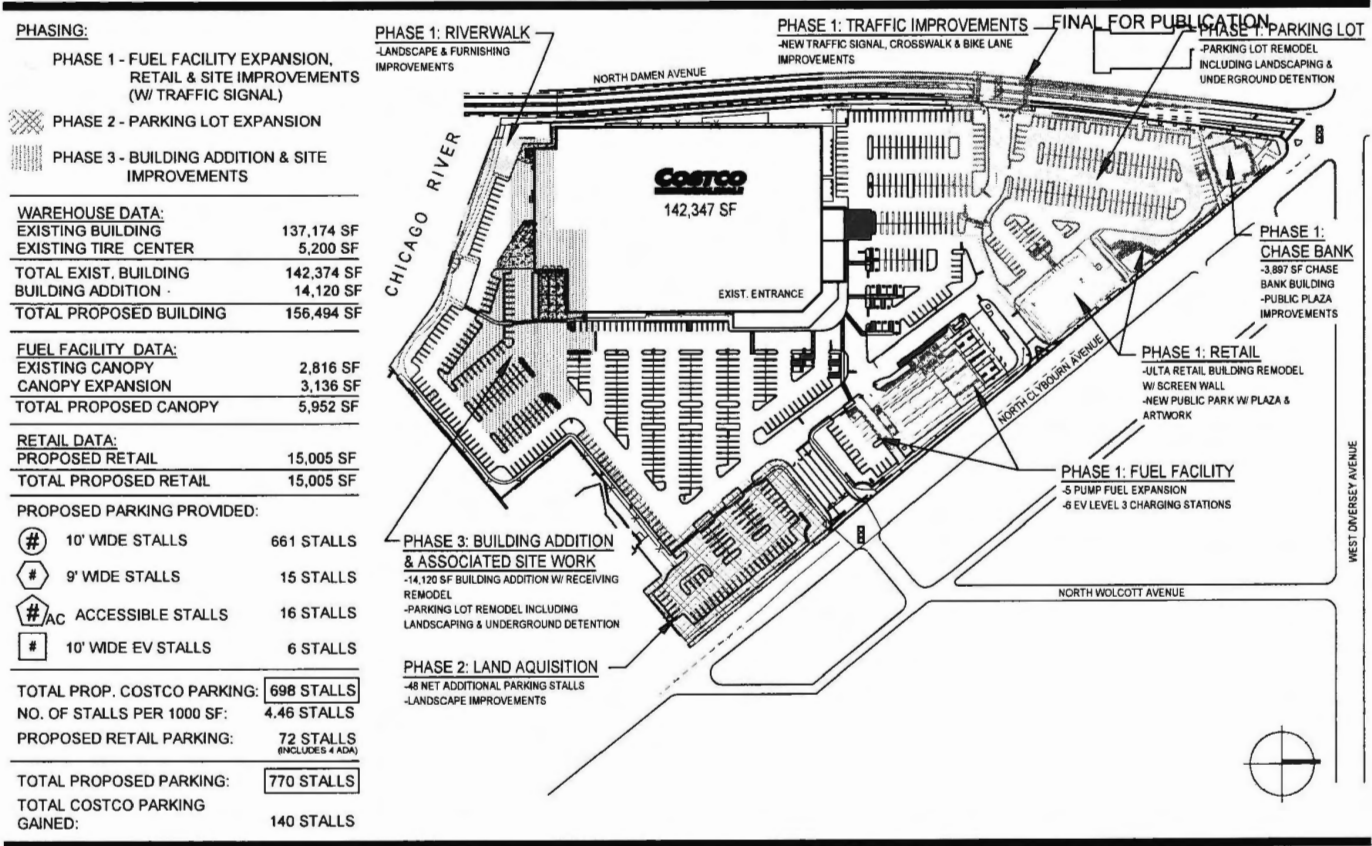
EXISTING  
LAND USE

FINAL FOR PUBLICATION



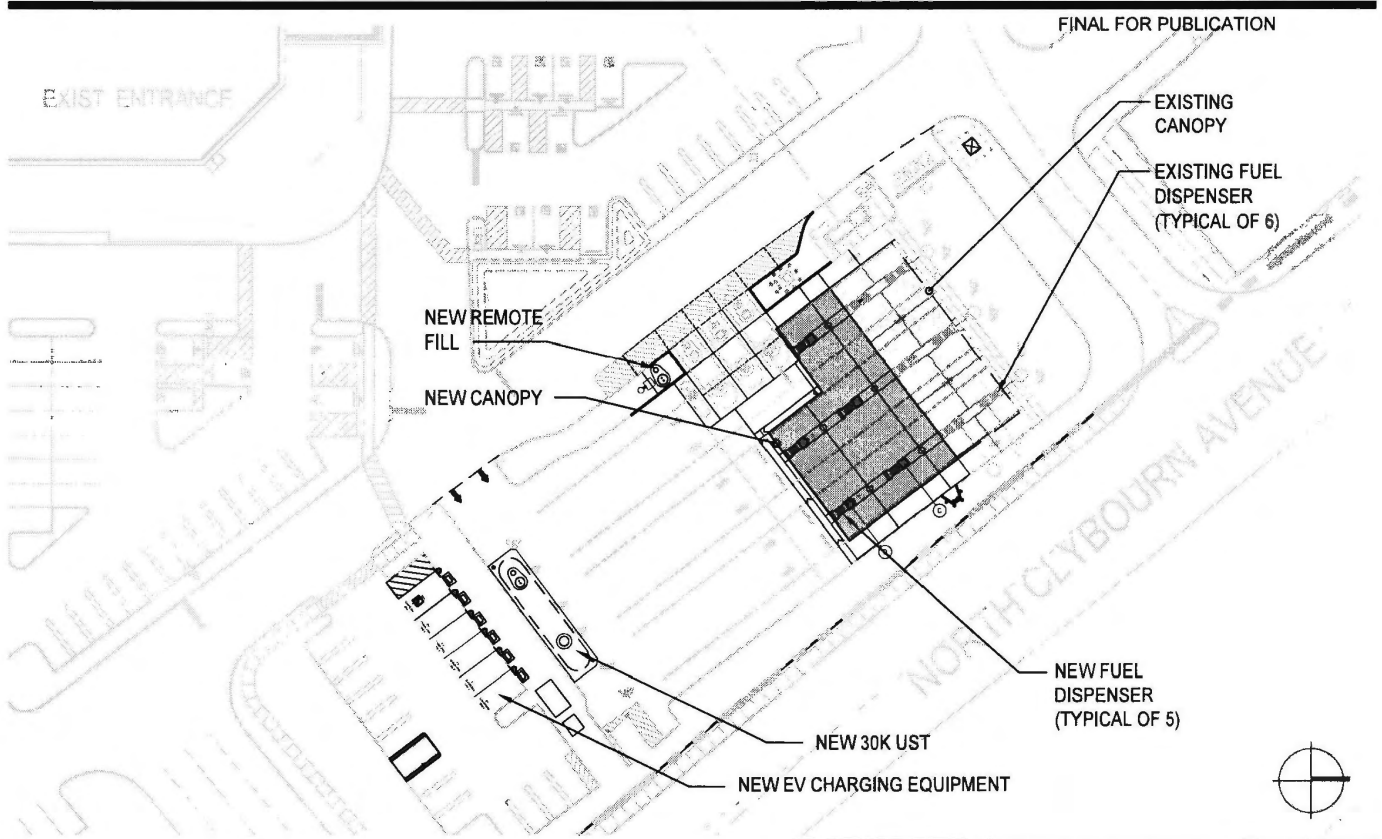
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**PROPERTY AND  
PLANNED DEVELOPMENT  
BOUNDARY MAP**



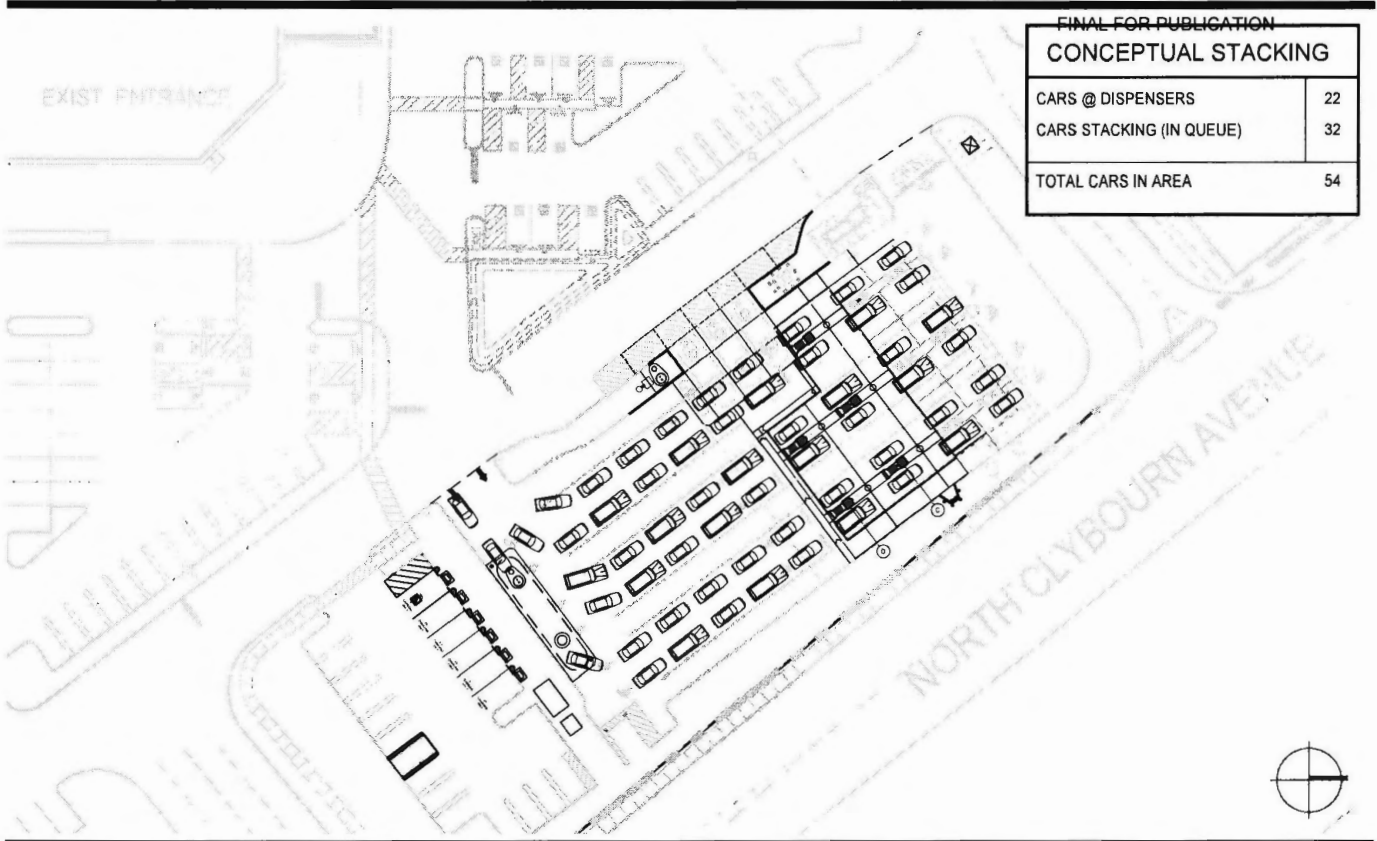
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**SITE PLAN - ALL PHASES**



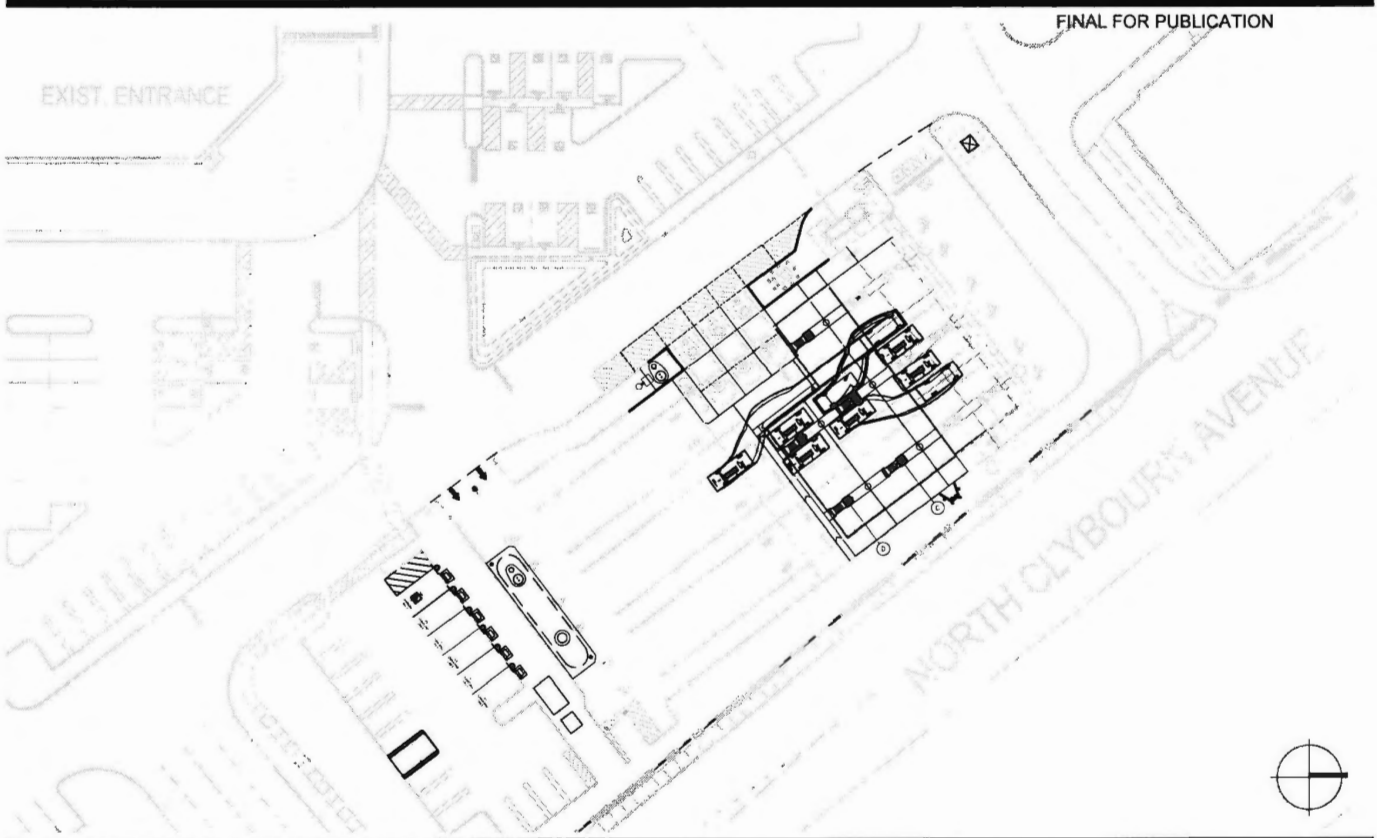
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**ENLARGED SITE PLAN -  
PHASE 1  
FUEL FACILITY  
EXPANSION**



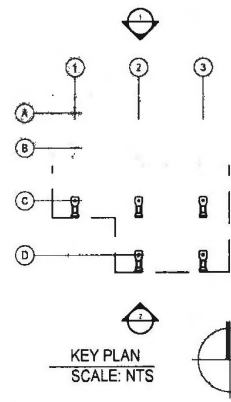
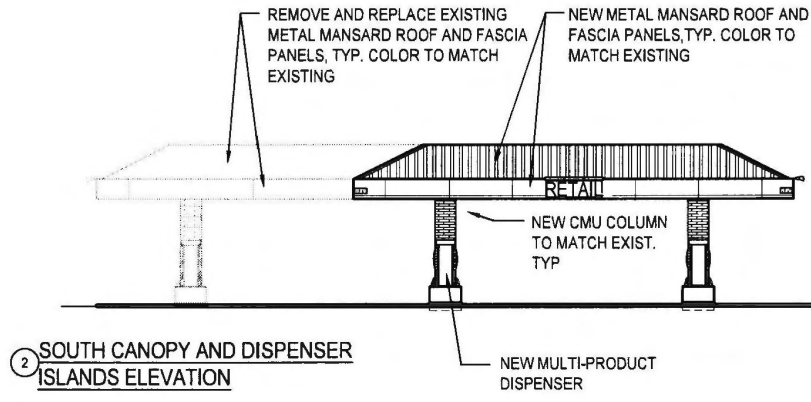
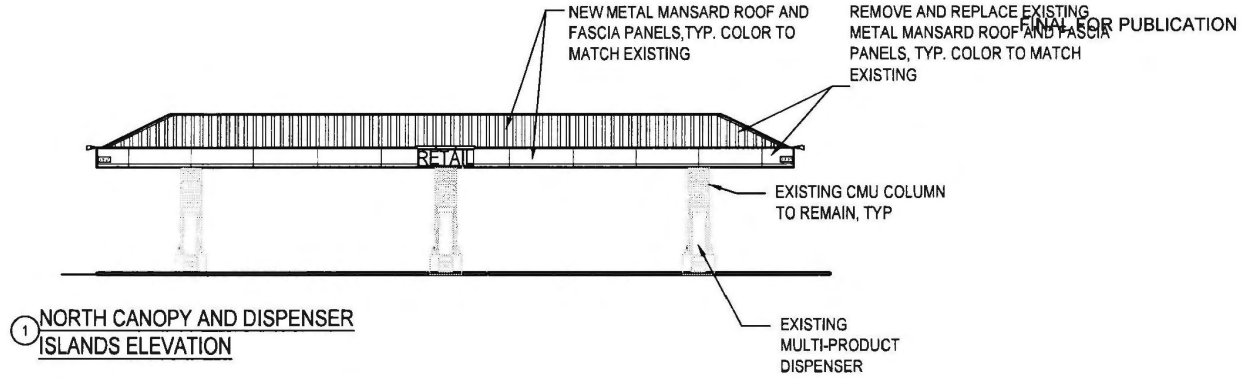
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**FUEL FACILITY  
STACKING PLAN**



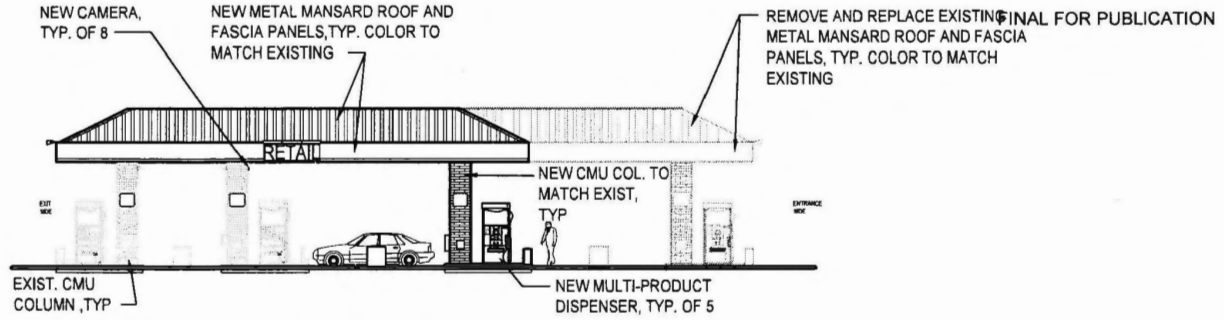
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**VEHICLE  
MANEUVERING**

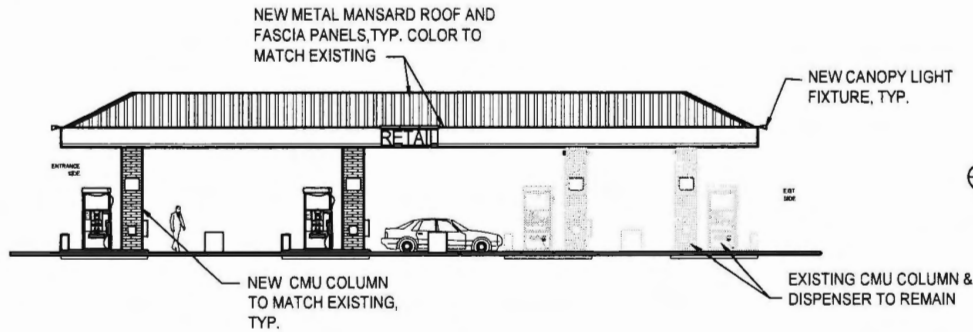


APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

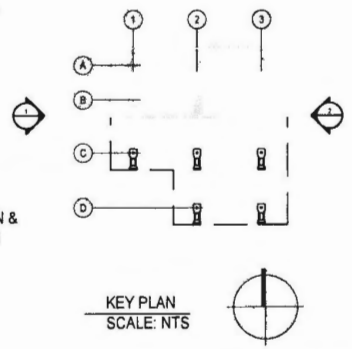
**PROPOSED FUEL CANOPY ELEVATIONS (1 OF 2)**



1 WEST CANOPY AND DISPENSER ISLANDS ELEVATION

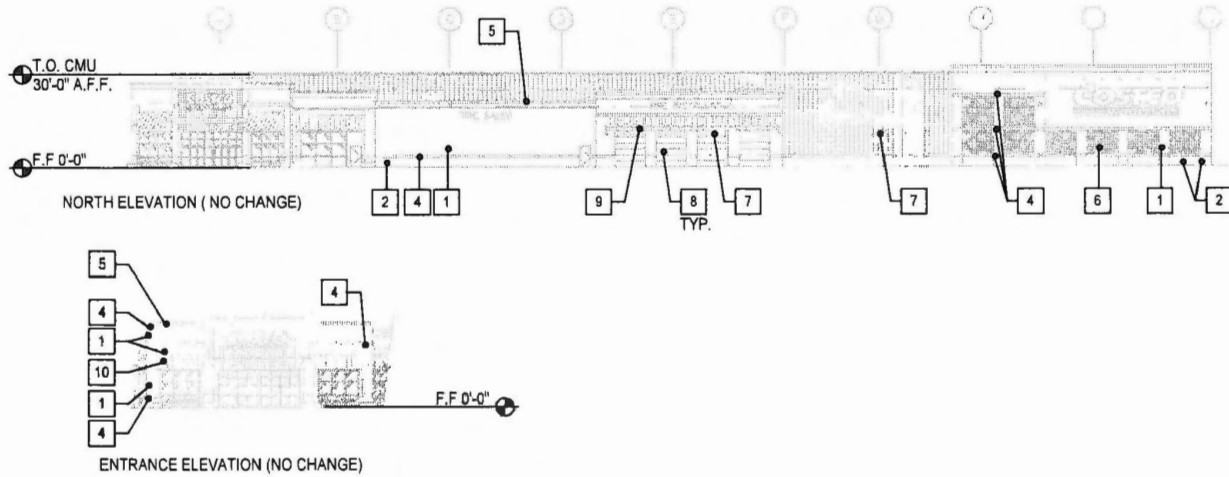


2 EAST CANOPY AND DISPENSER ISLANDS ELEVATION

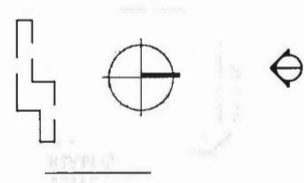


APPLICANT: COSTCO WHOLESALE CORPORATION		<b>PROPOSED FUEL CANOPY ELEVATIONS (2 OF 2)</b>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614		
INTRODUCTION DATE: JUNE 22, 2022		
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE	

FINAL FOR PUBLICATION



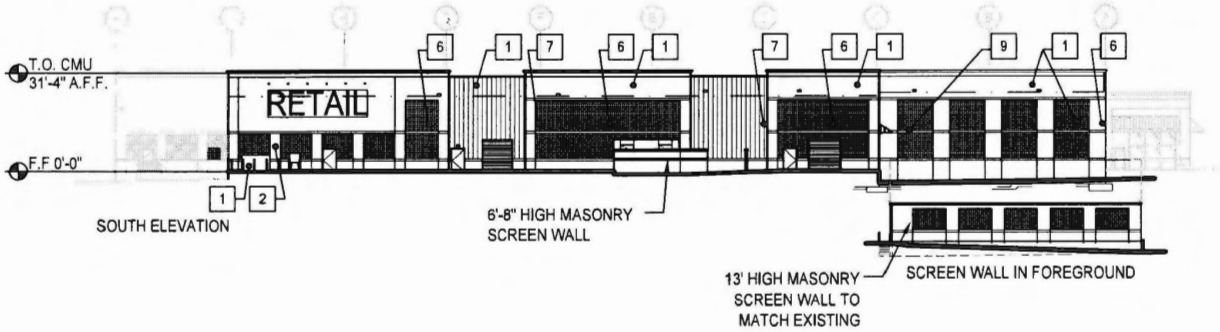
EXTERIOR FINISH SCHEDULE						
#	ITEM	MATERIAL	FINISH	COLOR	SIZE	NOTES
1	MAIN BUILDING	SMOOTH FACE CMU	SAND BLAST	PREMIUM ROSE	8 x 8 x 16 AND 12 x 8 x 16	4" CMU VENEER OVER 8" CMU WALL ON PLASTER.
2	BUILDING BASE	INTERSTATE BRICK BLOCK		MOUNTAIN RED	8 x 4 x 16 + 4 x 8 x 16 VENEER	
3	BUILDING ACCENT	SMOOTH FACE CMU	SAND BLAST	WARM GRAY #192	8 x 8 x 16	
4	BUILDING ACCENT	SMOOTH FACE CMU		WITELITE NATURAL	8 x 8 x 16 + 8 x 8 x 16	
5	COPING	E.F.S. COPING BLOCK		NATURAL CONCRETE	8 x 8 x 16	
6	BUILDING ACCENT	SMOOTH FACE CMU	HOT SAND BLASTED	LIGHT GRAY	8 x 8 x 16	8" x SCORED JOINT
7	BUILDING WALLS	METAL PANEL SOUND		ASH GRAY	VARCO-PRUDEN	OVER SMOOTH FACE CMU WALL
8	DOORS AND FRAMES					PER DOOR SCHEDULE
9	CANOPY	METAL	PAINT	CORTECO RED	VARCO PRUDEN	
10	AWNING	METAL	PAINT	CORTECO RED	VARCO PRUDEN	
11						
12						
13						
14						
15						



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

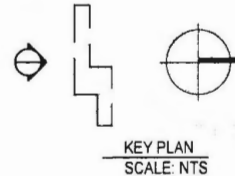
**BUILDING ADDITION-  
NORTH ELEVATION**

FINAL FOR PUBLICATION



NOTE :  
ALL MATERIALS TO MATCH EXISTING

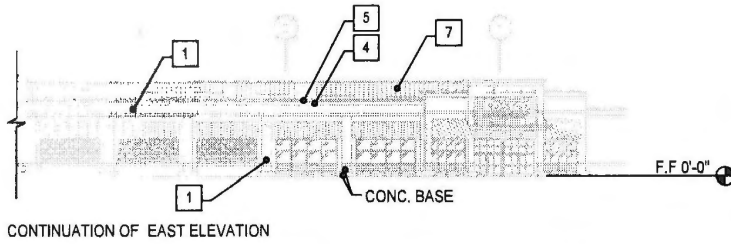
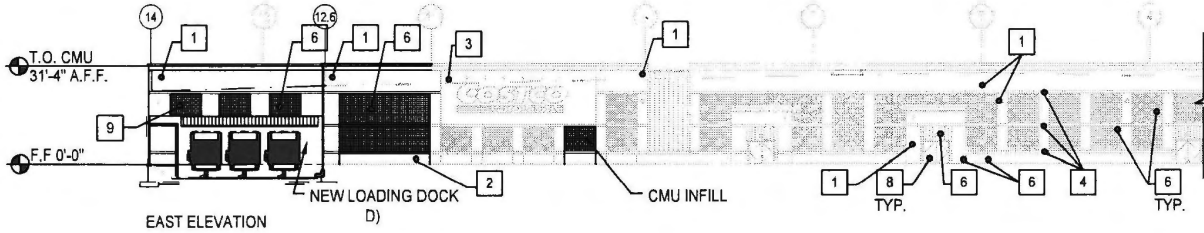
EXTERIOR FINISH SCHEDULE						
#	ITEM	MATERIAL	FINISH	COLOR	SIZE	NOTES
1	MAIN BUILDING	SMOOTH FACE CMU	SAND BLAST	PREMIUM ROSE	8 X 8 X 16 AND 12 X 8 X 16	4" CMU VENEER OVER 8" CMU WALL ON PLASTERS.
2	BUILDING BASE	INTERSTATE BRICK BLOCK		MOUNTAIN RED	8 X 4 X 16 - 4 X 4 X 16 VENEER	
3	BUILDING ACCENT	SMOOTH FACE CMU	SAND BLAST	IVORY GRAY #152	8 X 8 X 16	
4	BUILDING ACCENT	SMOOTH FACE CMU		MTELITE NATURAL	8 X 8 X 16 + 8 X 8 X 16	
5	CORNING	E.I.F.S. CORNING BLOCK		NATURAL CONCRETE	8 X 8 X 16	
6	BUILDING ACCENT	SMOOTH FACE CMU	HOT SAND BLASTED	LIGHT GRAY	8 X 8 X 16	8 X 8 SCORED JOINT
7	BUILDING WALLS	METAL PANEL SOFING		ASH GRAY	VARCO PRUDEN	OVER SMOOTH FACE CMU WALL
8	DOORS AND FRAMES					PER DOOR SCHEDULE
9	CANOPY	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
10	AWNING	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
11						
12						
13						
14						
15						



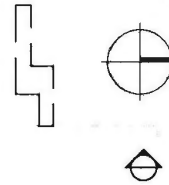
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

**BUILDING ADDITION-  
SOUTH ELEVATION**

FINAL FOR PUBLICATION



NOTE:  
ALL MATERIALS TO MATCH EXISTING



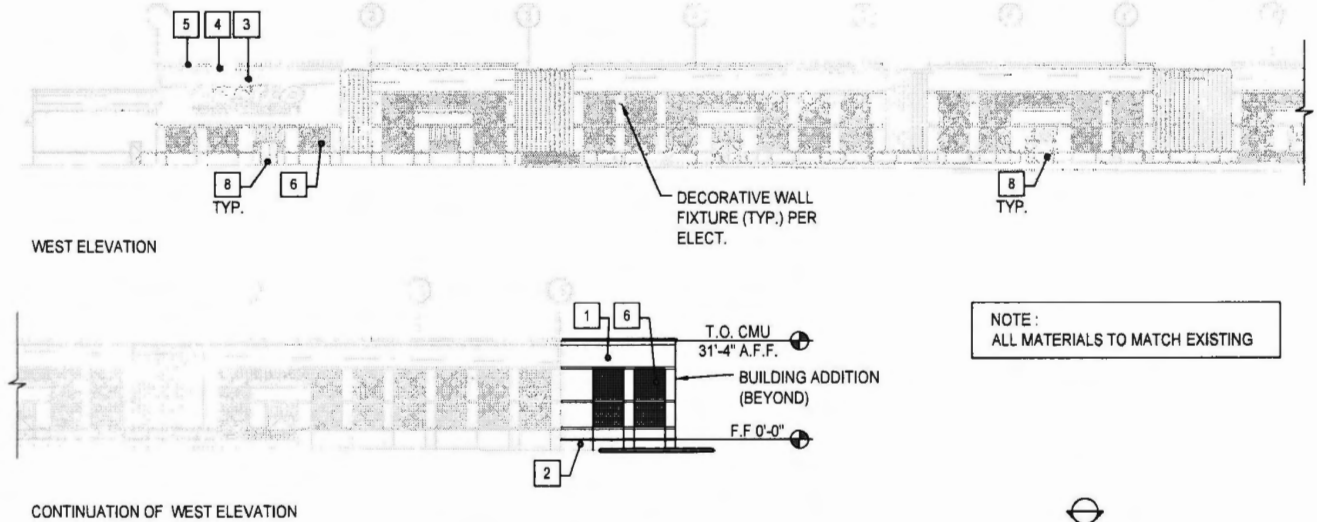
KEY PLAN  
SCALE: NTS

EXTERIOR FINISH SCHEDULE						
#	ITEM	MATERIAL	FINISH	COLOR	SIZE	NOTES
1	MAIN BUILDING	SMOOTH FACE CMU	SAND BLAST	PREMIUM ROSE	8 X 8 X 16 AND 12 X 8 X 16	4" CMU VENEER OVER 1/2" CMU WALL ON PLASTERS.
2	BUILDING BASE	INTERSTATE BRICK BLOCK	SAND BLAST	MOUNTAIN RED	8 X 4 X 15 + 4 X 4 X 15 VENEER	
3	BUILDING ACCENT	SMOOTH FACE CMU	SAND BLAST	WARM GRAY #192	8 X 8 X 16	
4	BUILDING ACCENT	SMOOTH FACE CMU		WETLITE NATURAL	8 X 8 X 16 + 8 X 8 X 16	
5	CORNING	E.F.S. CORNING BLOCK		NATURAL CONCRETE	8 X 8 X 16	
6	BUILDING ACCENT	SMOOTH FACE C.M.U.	NOT SAND BLASTED	LIGHT GRAY	8 X 8 X 16	1/2" # SCORED JOINT
7	BUILDING WALLS	METAL PANEL SIDING		ASH GRAY	VARCO-PRUDEN	OVER SMOOTH FACE CMU WALL
8	DOORS AND FRAMES					PER DOOR SCHEDULE
9	CANOPY	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
10	AWNING	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
11						
12						
13						
14						
15						

APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE

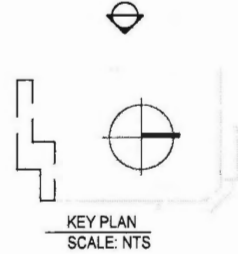
**BUILDING ADDITION-  
EAST ELEVATION**

FINAL FOR PUBLICATION



NOTE:  
ALL MATERIALS TO MATCH EXISTING

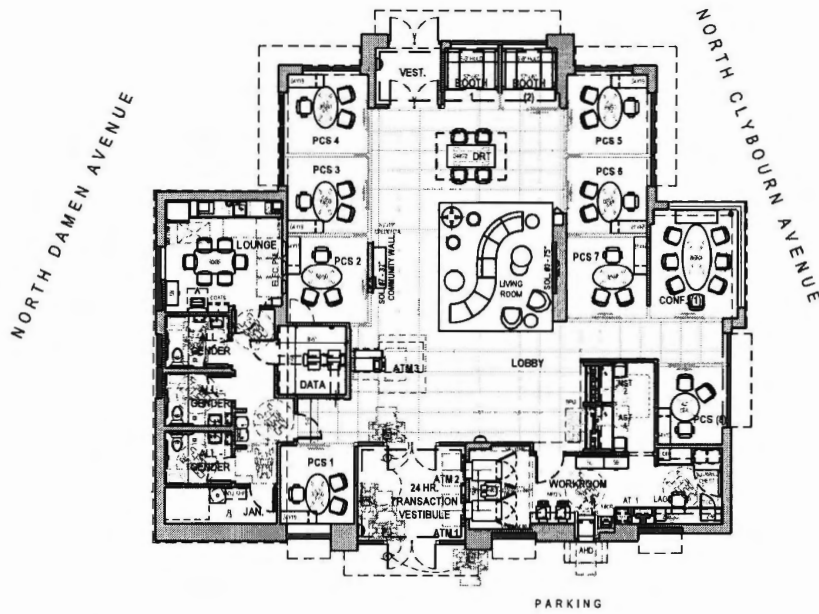
EXTERIOR FINISH SCHEDULE						
#	ITEM	MATERIAL	FINISH	COLOR	SIZE	NOTES
1	MAIN BUILDING	SMOOTH FACE CMU	SAND BLAST	PREMIUM ROSE	8 x 8 X 16 AND 12 X 8 X 16	4" CMU VENEER OVER 8" CMU WALL ON PLASTERS.
2	BUILDING BASE	INTERSTATE BRICK BLOCK		MOUNTAIN RED	8 x 4 x 16 + 4 x 4 x 16 VENEER	
3	BUILDING ACCENT	SMOOTH FACE CMU	SAND BLAST	WARM GRAY #192	8 x 8 x 16	
4	BUILDING ACCENT	SMOOTH FACE CMU		MTELTE NATURAL	8 x 8 x 16 + 8 x 8 x 16	
5	COPING	E.J.F.S. COPING BLOCK		NATURAL CONCRETE	8 x 8 x 16	
6	BUILDING ACCENT	SMOOTH FACE CMU	NOT SAND BLASTED	LIGHT GRAY	8 x 8 x 16	8 x 8 SCORED JOINT
7	BUILDING WALLS	METAL PANEL SIDING		ASH GRAY	VARCO/PRUDEN	OVER SMOOTH FACE CMU WALL
8	DOORS AND FRAMES					PER DOOR SCHEDULE
9	CANOPY	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
10	AWNING	METAL	PAINT	COSTCO RED	VARCO PRUDEN	
11						
12						
13						
14						
15						



APPLICANT: COSTCO WHOLESALE CORPORATION  
 ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614  
 INTRODUCTION DATE: JUNE 22, 2022  
 PLAN COMMISSION DATE:

**BUILDING ADDITION-  
WEST ELEVATION**

FINAL FOR PUBLICATION



FLOOR PLAN



SCALE:  $\frac{1}{16}'' = 1'$



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: $\frac{1}{16}'' = 1'$

**CHASE BANK  
FLOOR PLAN**

FINAL FOR PUBLICATION

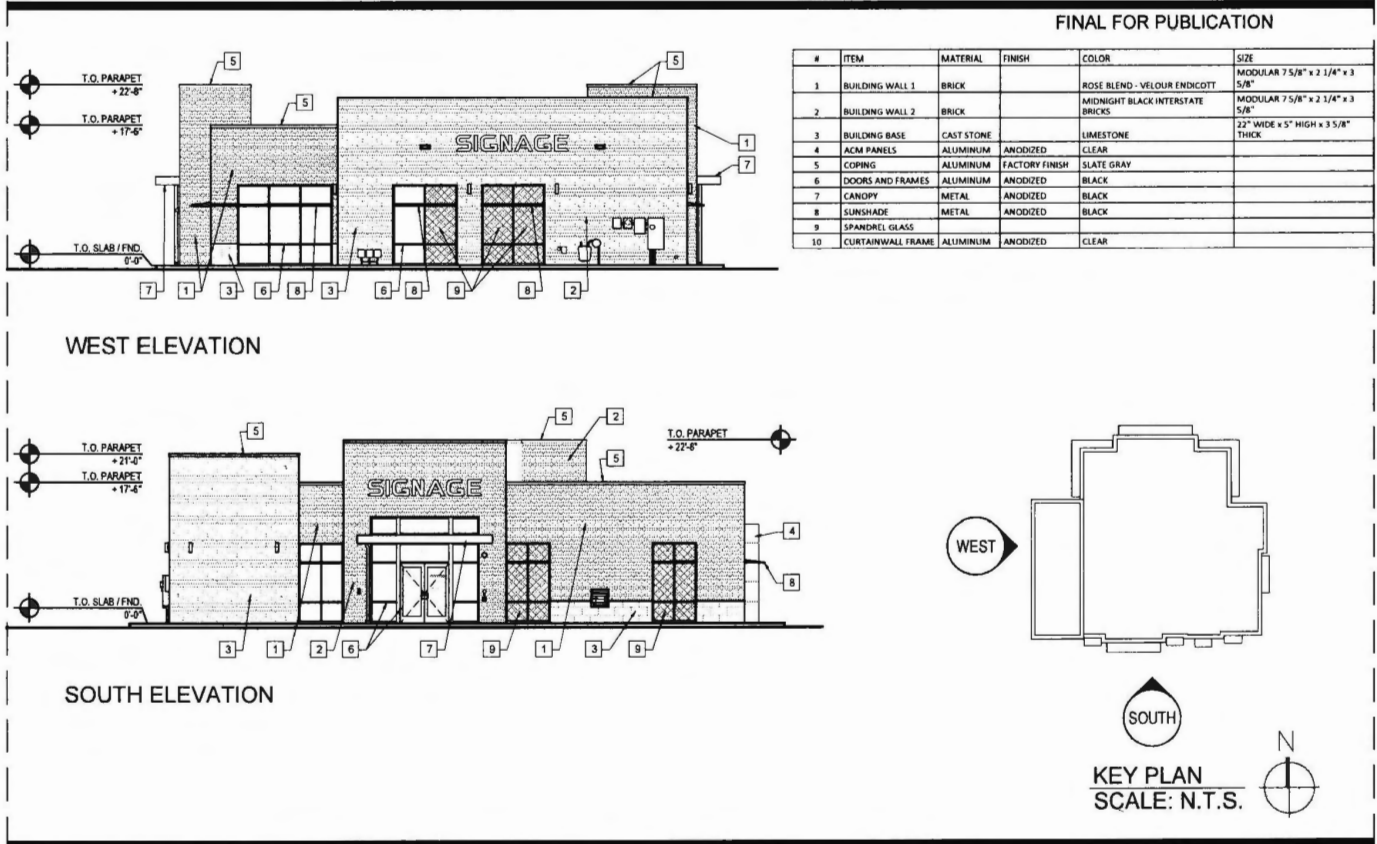
#	ITEM	MATERIAL	FINISH	COLOR	SIZE
1	BUILDING WALL 1	BRICK		ROSE BLEND - VELOUR ENDICOTT	MODULAR 7 5/8" x 2 1/4" x 3 5/8"
2	BUILDING WALL 2	BRICK		MIDNIGHT BLACK INTERSTATE BRICKS	MODULAR 7 5/8" x 2 1/4" x 3 5/8"
3	BUILDING BASE	CAST STONE		LIMESTONE	22" WIDE x 5" HIGH x 3 5/8" THICK
4	ACM PANELS	ALUMINUM	ANODIZED	CLEAR	
5	COPING	ALUMINUM	FACTORY FINISH	SLATE GRAY	
6	DOORS AND FRAMES	ALUMINUM	ANODIZED	BLACK	
7	CANOPY	METAL	ANODIZED	BLACK	
8	SUNSHADE	METAL	ANODIZED	BLACK	
9	SPANDREL GLASS				
10	CURTAINWALL FRAME	ALUMINUM	ANODIZED	CLEAR	

**EAST ELEVATION**

**NORTH ELEVATION**

**KEY PLAN**  
SCALE: N.T.S.

APPLICANT: COSTCO WHOLESALE CORPORATION		TENANT BUILDING EAST AND NORTH ELEVATIONS
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614		
INTRODUCTION DATE: JUNE 22, 2022		
PLAN COMMISSION DATE:	SCALE: NOT TO SCALE	



APPLICANT: COSTCO WHOLESALE CORPORATION

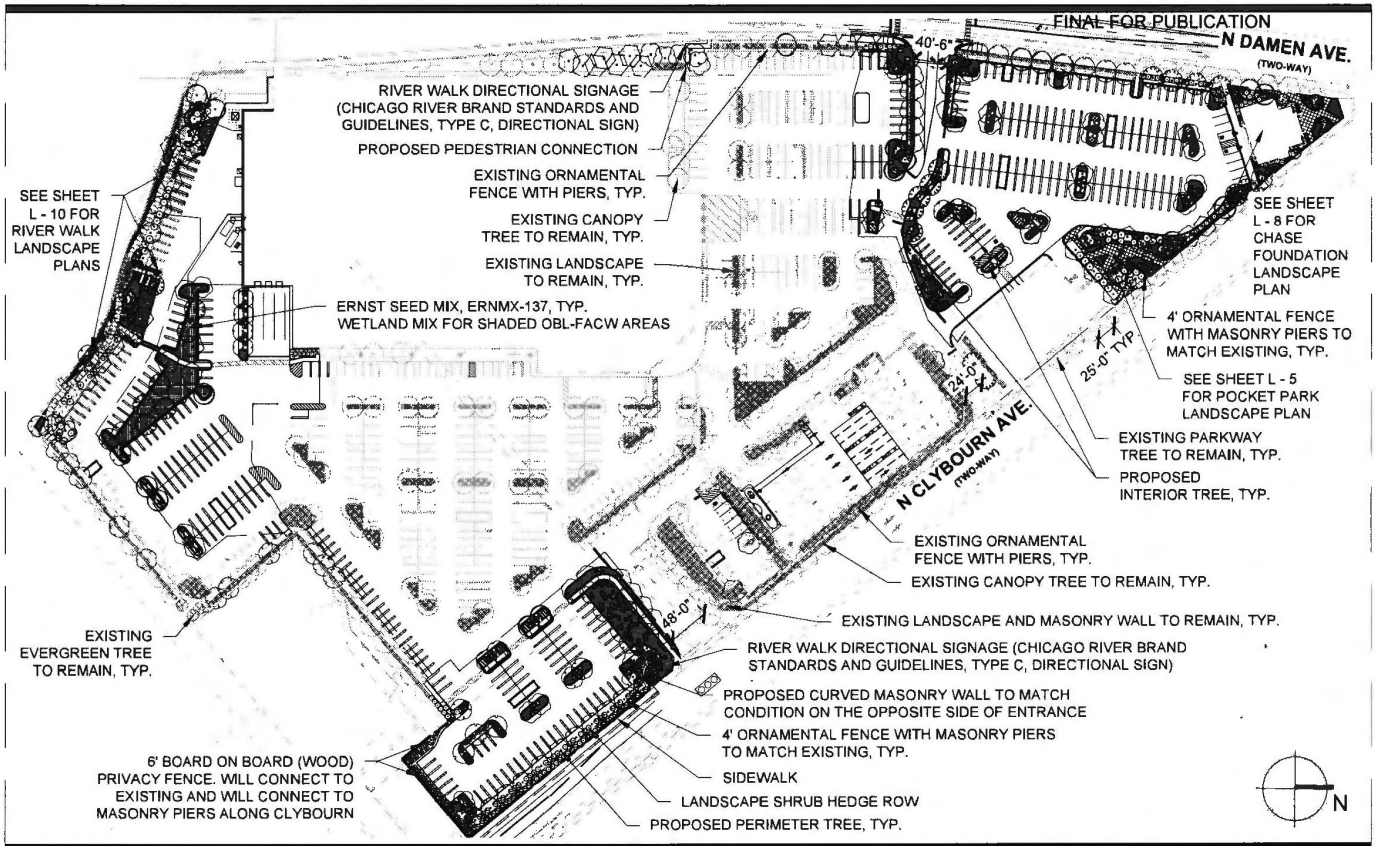
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614

INTRODUCTION DATE: JUNE 22, 2022

PLAN COMMISSION DATE: \_\_\_\_\_

SCALE: NOT TO SCALE

**TENANT BUILDING  
WEST AND SOUTH  
ELEVATIONS**



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: 1"=150'

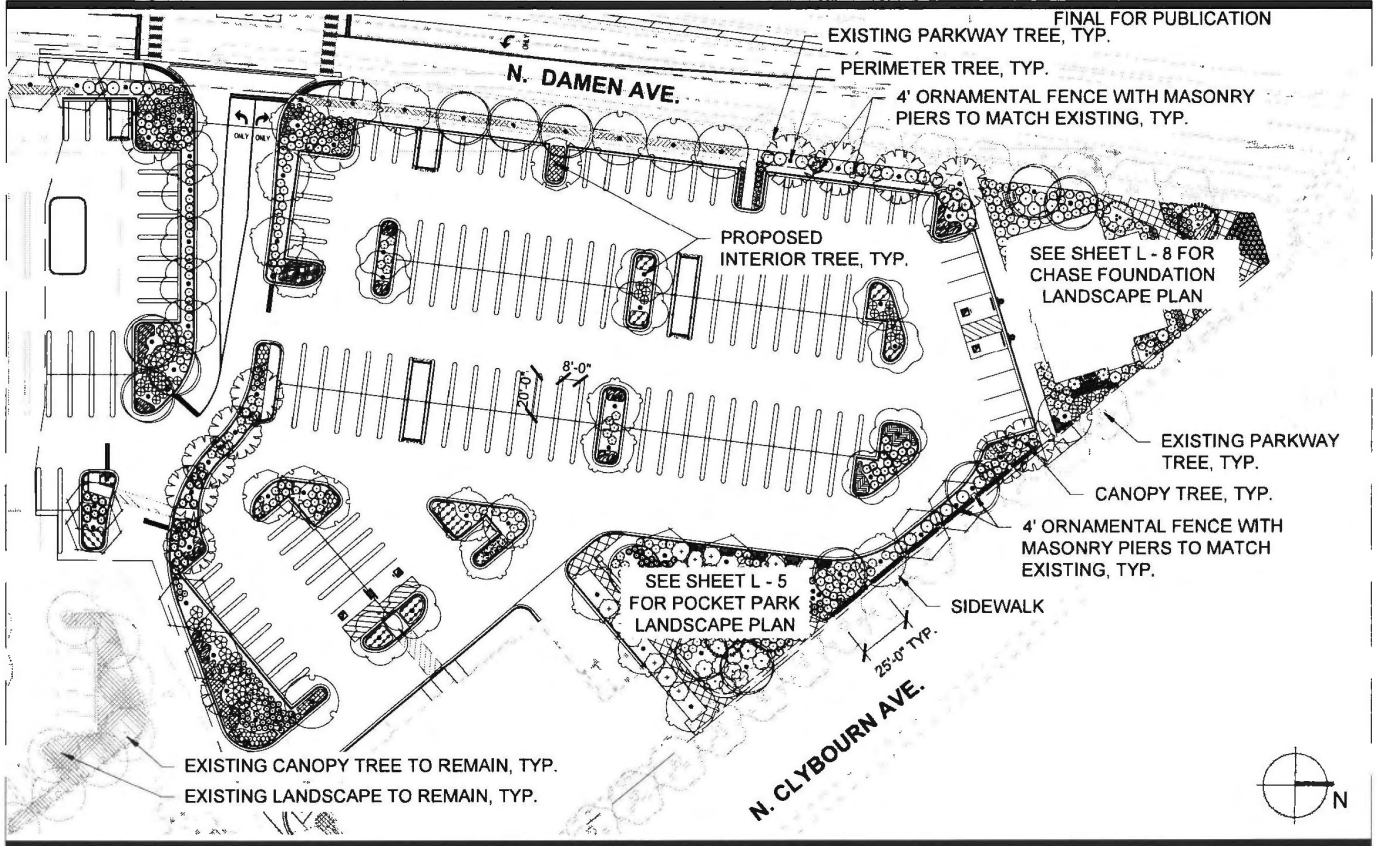
**L - 1  
OVERALL LANDSCAPE  
PLAN**

FINAL FOR PUBLICATION

CHICAGO, IL - LANDSCAPE CODE REQUIREMENTS		
ZONING ORDINANCE	REQUIRED	PROPOSED
<b>CHAPTER 1 - PARKWAY PLANTING</b>		
1 TREE PER 25 LINEAR FEET OF FRONTAGE ON A PUBLIC RIGHT-OF-WAY IS REQUIRED.	PARKWAY TREES REQUIRED IF WIDTH OF SIDEWALK IS GREATER THAN OR EQUAL TO 9 FT.	EXISTING PARKWAY TREES TO REMAIN. REMAINDER OF STREETScape SIDEWALK IS LESS THAN 9 FT IN WIDTH.
<b>CHAPTER 2 - PARKING LOT AND VEHICULAR USE AREA SCREENING</b>		
A 7 FOOT WIDE LANDSCAPE AREA MEASURED FROM THE RIGHT-OF-WAY LINE IS REQUIRED AROUND THE PERIMETER AND VEHICULAR USE AREAS. THERE MUST BE A CONTINUOUS SCREENING HEDGE IN THE LANDSCAPE AREA.	<b>SHRUBS REQUIRED ALONG VEHICULAR USE AREA</b>	EXISTING SHRUBS TO REMAIN ALONG VEHICULAR USE AREAS SHRUB ROW PROVIDED ALONG N CLYBOURN AVE. ADJACENT TO NEW VEHICULAR USE AREA
1 TREE PER 25 LINEAR FEET OF PERIMETER LANDSCAPE AREA IS REQUIRED. TREE SPACING IS NOT REQUIRED TO BE EQUAL.	LENGTH OF N CLYBOURN AVE. = 604.58 LF 604.58 LF / 25 LF = 24.18 <b>24 PERIMETER TREES REQUIRED ALONG N CLYBOURN AVE.</b>	15 EXISTING TREES AND 9 ADDITIONAL PERIMETER TREES (24 TREES TOTAL) PROVIDED ALONG N CLYBOURN AVE.
	LENGTH OF N DAMEN AVE. = 524.64 LF 524.64 LF / 25 LF = 20.98 <b>21 PERIMETER TREES REQUIRED ALONG N DAMEN AVE.</b>	4 EXISTING TREES AND 17 ADDITIONAL PERIMETER TREES (21 TREES TOTAL) PROVIDED ALONG N DAMON AVE.
VEHICULAR USE AREAS ARE REQUIRED TO HAVE ORNAMENTAL METAL FENCING, 4 FOOT HEIGHT MINIMUM.	<b>REQUIRED ORNAMENTAL FENCE ALONG VEHICULAR USE AREA</b>	EXISTING ORNAMENTAL FENCE TO REMAIN ALONG VEHICULAR USE AREAS ORNAMENTAL FENCE PROVIDED ALONG N CLYBOURNE AVE. AND N DAMEN AVE. ADJACENT TO NEW VEHICULAR USE AREA
<b>CHAPTER 3 - PARKING LOT AND VEHICULAR USE AREA INTERNAL PLANTING</b>		
VEHICULAR USE AREAS OVER 30,000 SQ. FT. REQUIRE A LANDSCAPE AREA EQUAL TO 10% OF THE TOTAL AREA OF THE PARKING LOT.	TOTAL VEHICULAR USE AREA = 390,836.01 SQ. FT. 390,836.01 SQ. FT. x 0.10 = 39,083.60 SQ. FT. <b>39,083.60 SQ. FT. OF INTERNAL LANDSCAPE AREA REQUIRED</b>	41,260.12 SQ. FT. OF INTERNAL LANDSCAPE AREA PROVIDED THROUGHOUT THE PARKING LOT
VEHICULAR USE AREAS OVER 4,500 SQ. FT. ARE REQUIRED TO HAVE TREES PLANTED IN INTERNAL AREAS OF THE PARKING LOT. 1 TREE IS REQUIRED FOR EACH 125 SQ. FT. OF REQUIRED LANDSCAPE AREA.	REQUIRED LANDSCAPE AREA = 39,083.60 SQ. FT. 39,083.60 SQ. FT. / 125 SQ. FT. = 312.67 <b>313 INTERIOR TREES REQUIRED</b>	149 EXISTING DECIDUOUS AND EVERGREEN TREES TO REMAIN AND 164 ADDITIONAL DECIDUOUS TREES PROVIDED (TOTAL OF 313 INTERIOR TREES THROUGHOUT THE SITE)

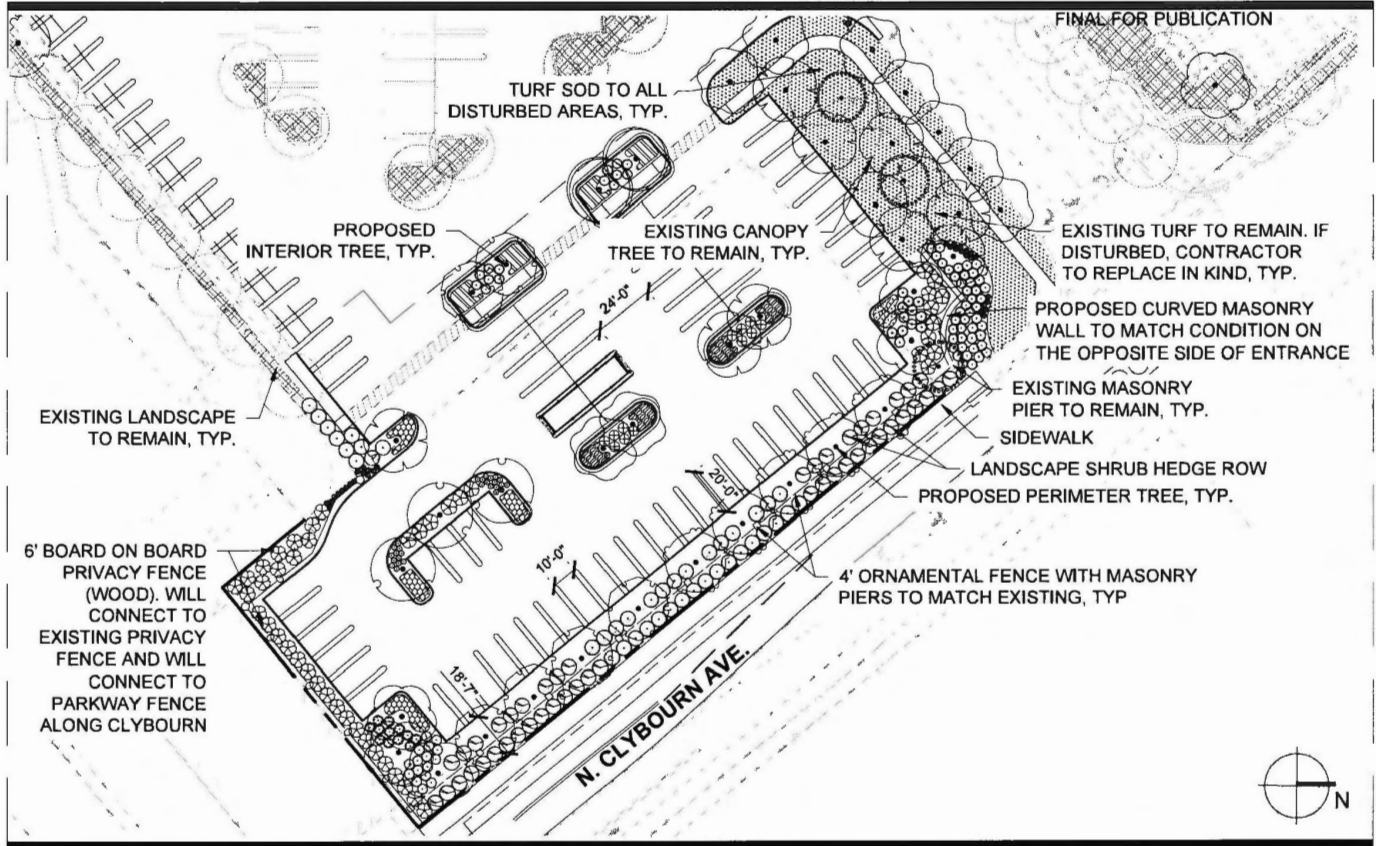
NOTE: CODE TABLE DOES NOT INCLUDE RIVER WALK REQUIREMENTS, SEE SHEET L - 11 FOR RIVER WALK CODE REQUIREMENTS.

APPLICANT: COSTCO WHOLESALE CORPORATION	<b>L - 2 LANDSCAPE COMPLIANCE TABLE</b>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	



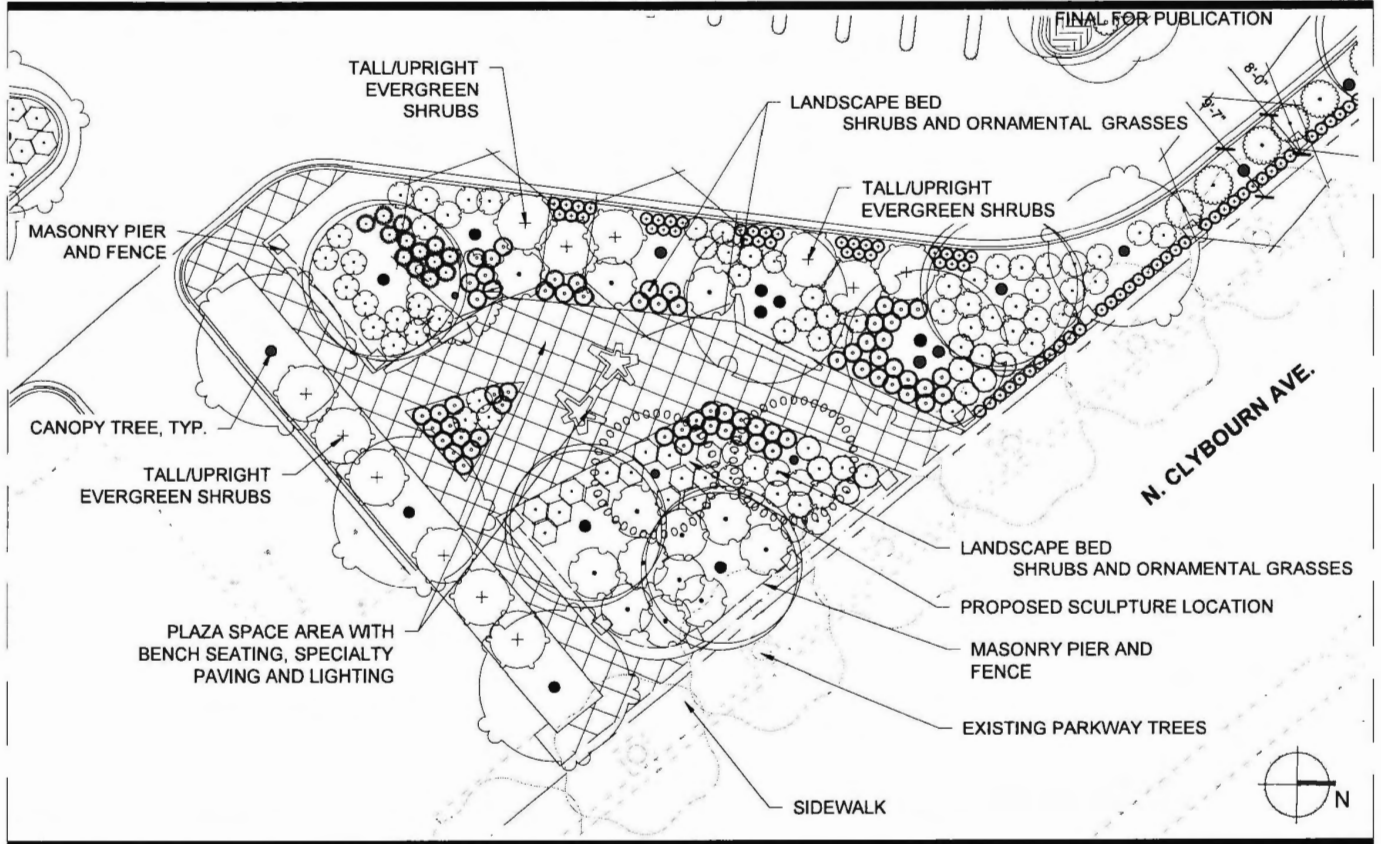
APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: 1"=60'

**L - 3  
LANDSCAPE PLAN**



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: 1"=50'

**L - 4  
LANDSCAPE PLAN**



APPLICANT: COSTCO WHOLESALE CORPORATION		<b>L - 5</b> <b>POCKET PARK LANDSCAPE</b> <b>PLAN</b>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614		
INTRODUCTION DATE: JUNE 22, 2022		
PLAN COMMISSION DATE:	SCALE: 1"=20'	

PLANT SCHEDULE (PLANT QUANTITIES LISTED DO NOT INCLUDE RIVER WALK OR CHASE FOUNDATION LANDSCAPE)				FINAL FOR PUBLICATION									
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	INSTALL SIZE	SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	INSTALL SIZE
<b>TREES</b>													
	AF	18	ACER RUBRUM / RED MAPLE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		AL2	82	ARONIA MELANOCARPA UCCONNAMI 150' / LOW SCAPE MOUND BLACK CHOKEBERRY	-	SEE PLAN	12' HT. MIN.
	AX	23	ACER X FREEMANS / FREEMAN MAPLE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		AY	45	ARONIA MELANOCARPA PRODIGES BEAUTY TM / PRODIGES BEAUTY BLACK CHOKEBERRY THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
	BP	2	BETULA PAPPYRIFERA / PAPER BIRCH THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		CA	108	CELANOTHUS AMERICANSIS / NEW JERSEY TEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
	CD	19	CELTIS OCCIDENTALIS / COMMON HACKBERRY THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		CA2	45	CORNUS SANGUINEA 'CATO' / ARCTIC SUN BLOODWING DOGWOOD	-	SEE PLAN	24' HT. MIN.
	BK	18	GYMNOCADUS DIOICA / KENTUCKY COFFEETREE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		CR	45	CORNUS SERICEA 'SANTY' / SANTI RED TWIG DOGWOOD	-	SEE PLAN	18' HT. MIN.
	QT	18	OLEA FRAGRANS 'NINA' / THORNLESS HONEY LOCUST THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		CR2	13	CORNUS SERICEA / RED-OSIER DOGWOOD THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	30' HT. MIN.
	OV	7	OSTRYA VIRGINICA / AMERICAN HOPHORNBEAM THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		DL	25	DIERVILLA LONGICORNIS / DWARF BUSH HONEYBUCKLE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	24' HT. MIN.
	QR	31	QUERCUS BICOLOR / SWAMP WHITE OAK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		FM	26	FORSYTHIA X INTERMEDIA 'WINDOR' / SHOW OFFER FORSYTHIA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
	QM	28	QUERCUS MULLENBERGERI / CHINKAPIN OAK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		HV	35	HYDRANGEA AMERICENSIS 'NICHAS' / INVINCIBLE RUBY HYDRANGEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
	TM	24	TILIA AMERICANA 'NICHSENTRY' TM / AMERICAN SENTRY LINDEN THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		IB	15	ITEA VIRGINICA 'SPRING' / LITTLE HENRY SHEETSPIRE	-	SEE PLAN	18' HT. MIN.
	UP	12	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		IJ	29	POTENTILLA FRUTICOSA 'JACKMAN' / JACKMAN'S BUSH CINQUEFOIL	-	SEE PLAN	18' HT. MIN.
<b>EVERGREEN TREES</b>													
	TN	12	THUJA OCCIDENTALIS 'NINA' / BLACK ARBORVITAE CULTIVATED FORM OF A PLANT NATIVE TO THE CHICAGO REGION	B & B		6' HT. MIN		PL	37	PHYSCALPUS ORLIFOLIUS 'LITTLE DEVL' TM / LITTLE DEVL DWARF NINEBARK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
<b>ORNAMENTAL TREES</b>													
	MI	1	MALUS IDONIS 'PRIME CRAMAPPLE' THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		6' HT. MIN		P6	27	PHYSCALPUS ORLIFOLIUS 'SEWARD' / SUMMER WINE NINEBARK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	30' HT. MIN.
<b>SHRUBS</b>													
	RL	11	RHUS ARBORESCENS 'SUNSHINE' / SUNSHINE SUMAC THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		RG	13	RHUS ARBORESCENS 'SUNSHINE' / SUNSHINE SUMAC THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	18' HT. MIN.
	SF	41	SPIRAEA JAPONICA 'NEON FLASH' / NEON FLASH JAPANESE SPIREA	B & B		2.5' CAL. MIN		SP	41	SPIRAEA JAPONICA 'NEON FLASH' / NEON FLASH JAPANESE SPIREA	-	SEE PLAN	18' HT. MIN.
	ST2	40	SPIRAEA BETULIFOLIA 'TOR OOK D' / GOLDEN BRUSH BRIGHLEAF SPIREA	B & B		2.5' CAL. MIN		VA	58	VIBURNUM DENTATUM 'CHRISTOM' / BLUE MUFFIN ARROWWOOD VIBURNUM	-	SEE PLAN	18' HT. MIN.
	VV	38	VIBURNUM ACERIFOLIUM / MAPLELEAF VIBURNUM THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN		VW	38	VIBURNUM ACERIFOLIUM / MAPLELEAF VIBURNUM THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S B & B PLANTS OF THE CHICAGO REGION	-	SEE PLAN	30' HT. MIN.
	WS	84	WEIDELA FLORIDA 'BOHRASPIR' / SPILLED WINE WEIDELA	B & B		2.5' CAL. MIN		WS	84	WEIDELA FLORIDA 'BOHRASPIR' / SPILLED WINE WEIDELA	-	SEE PLAN	12' HT. MIN.
<b>EVERGREEN SHRUBS</b>													
	TT	6	TAXUS MEDIA 'TAUNTON' / TAUNTON YEW	B & B		2.5' CAL. MIN		TT	6	TAXUS MEDIA 'TAUNTON' / TAUNTON YEW	-	SEE PLAN	18' HT. MIN.

APPLICANT: COSTCO WHOLESALE CORPORATION
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614
INTRODUCTION DATE: JUNE 22, 2022
PLAN COMMISSION DATE:

L - 6  
LANDSCAPE NOTES AND  
DETAILS (PLANT LIST)

FINAL FOR PUBLICATION

**ORNAMENTAL GRASSES**

	DT	18	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	SEE PLAN
	PH	127	PANICUM VIRGATUM HEAVY METAL / HEAVY METAL SWITCH GRASS THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	SEE PLAN
	SC	87	SCHIZACHYRIUM SCARPANUM CAROUSEL / CAROUSEL LITTLE BLUESTEM THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	SEE PLAN

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
--------	------	-----	-------------------------	------	---------

**GRASSES AND PERENNIALS**

	AB	294	ACHILLEA MILLEFOLIUM 'BALDWIN' / NEW VINTAGE™ RED COMMON YARROW	1 GAL	18" OC
	AH	31	ASCLEPIAS TUBEROSA 'HELLO YELLOW' / HELLO YELLOW BUTTERFLY MILKWEED	1 GAL	24" OC
	AS	49	ALLIUM X 'SUMMER BEAUTY' / SUMMER BEAUTY ORNAMENTAL ONION THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	24" OC
	CL	86	CORTOPHILA LANCEOLATA / LANCELEAF TICKSEED THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	24" OC
	EB	86	ECHINACEA PURPUREA 'BUTTERFLY KISSES' / BUTTERFLY KISSES CONEFLOWER THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	18" OC
	HAZ	267	HEMEROCALLIS X 'APRICOT SPARKLES' / APRICOT SPARKLES DAYLILY	1 GAL	18" OC
	PDZ	65	PENSTEMON DIGITALIS / BEARDTONGUE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	24" OC
	RS	38	RUDBECKIA FULGIDA 'LITTLE GOLDSTAR' / LITTLE GOLDSTAR CONEFLOWER	1 GAL	24" OC
	SA	151	SEDUM SPECTABILE 'AUTUMN JOY' / AUTUMN JOY STONECROP	B.R.	24" OC
	SO	179	SYMPHYOTRICHUM OBLONGIFOLIUM / FALL ASTER THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	18" OC
	ST	53	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSPEED THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	36" OC

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
--------	------	-----	-------------------------

**GROUND COVERS**

	TURF 500		
	ERNST SEED MIX - ERNST-137 / WETLAND MIX FOR SHADED OBL-FACW AREAS		

**PLANT SCHEDULE (EXISTING LANDSCAPE)**

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	XD	145	EXISTING TREES TO REMAIN - DECIDUOUS (INTERIOR)	-
	XDZ	40	EXISTING TREES TO REMAIN - DECIDUOUS	-
	XDA	25	EXISTING TREES TO BE REMOVED - DECIDUOUS	-
	XE	4	EXISTING TREES TO REMAIN - EVERGREEN	-
	XEZ	16	EXISTING TREES TO BE REMOVED - EVERGREEN	-
	XRW	19	EXISTING TREES TO REMAIN - RIVER WALK	-

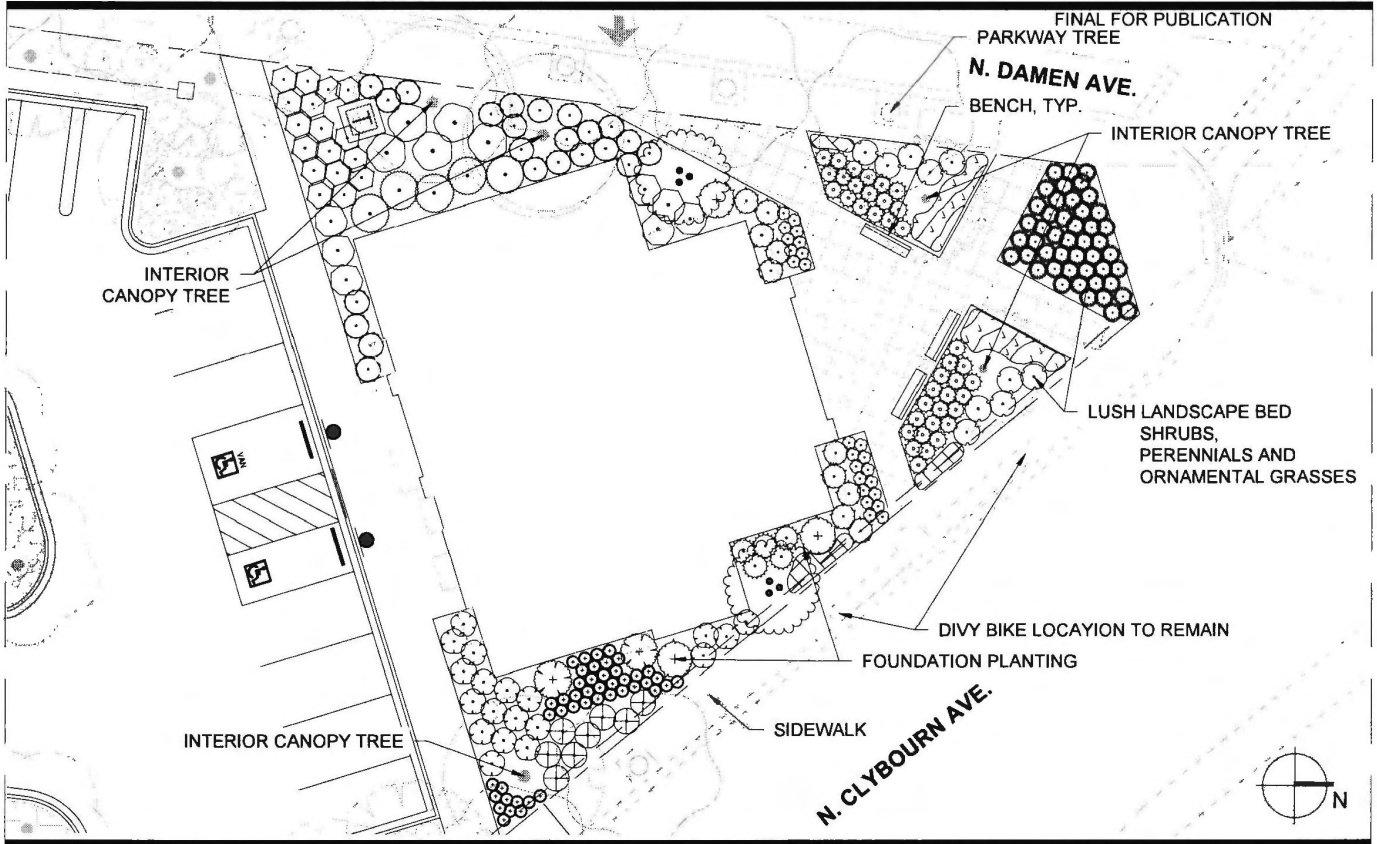
APPLICANT: COSTCO WHOLESALE CORPORATION

ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614

INTRODUCTION DATE: JUNE 22, 2022

PLAN COMMISSION DATE:

L - 7  
LANDSCAPE NOTES AND  
DETAILS (PLANT LIST)



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: 1"=20'

L - 8  
CHASE FOUNDATION  
LANDSCAPE PLAN

FINAL FOR PUBLICATION

**PLANT SCHEDULE** (PLANT QUANTITIES LISTED ARE FOR CHASE FOUNDATION LANDSCAPE ONLY)

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL / INSTALL SIZE
--------	------	-----	-------------------------	------	--------------------

**EVERGREEN TREES**

	TI	2	THUJA PLICATA 'NORTHERN SPIRE' / NORTHERN SPIRE WESTERN RED CEDAR	B & B	6' HT. MN
--	----	---	---	-------	-----------

**ORNAMENTAL TREES**

	AL	2	AMELANCHIER LAEVIS / ALLEGHENY SERVICEBERRY MULTI-TRUNK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	B & B	6' HT. MN
--	----	---	---	-------	-----------

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
--------	------	-----	-------------------------	------	---------

**SHRUBS**

	AL2	24	ARONIA MELANOCARPA 'CONNAMI185' / LOW SCAPE MOUND® BLACK CHOKEBERRY	-	SEE PLAN
	AY	10	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'™ / IROQUOIS BEAUTY BLACK CHOKEBERRY THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	CA	23	CEANOTHUS AMERICANUS / NEW JERSEY TEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	CA2	5	CORNUS SANGUINEA 'CATO' / ARCTIC SUN BLOODTWIG DOGWOOD	-	SEE PLAN
	CB	5	CEPHALANTHUS OCCIDENTALIS 'BALOPTICS' / FIBER OPTICS® BUTTONBUSH THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	DL	17	DIERVILLA LONGERA / DWARF BUSH HONEYSUCKLE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	HA	7	HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE HYDRANGEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	HV	10	HYDRANGEA ARBORESCENS 'NCHAS' / INVINCIBLE® RUBY HYDRANGEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	PL	18	PHYSCARPUS OPULEFOLIUS 'LITTLE DEVIL'™ / LITTLE DEVIL DWARF NINEBARK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	PE	5	PHYSCARPUS OPULEFOLIUS 'SEWARD' / SUMMER WINE® NINEBARK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN
	SF	8	SPIRAEA JAPONICA 'NEON FLASH' / NEON FLASH JAPANESE SPIREA	-	SEE PLAN
	WS	39	WEIGELA FLORIDA 'BOKRASPIW' / SPILLED WINE® WEIGELA	-	SEE PLAN

**EVERGREEN SHRUBS**

	TT	3	TAXUS X MEDIA 'TAUNTONIF' / TAUNTON YEW	-	SEE PLAN
--	----	---	---	---	----------

**ORNAMENTAL GRASSES**

	DT	47	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	SEE PLAN
	PH	45	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL	SEE PLAN

**GRASSES AND PERENNIALS**

	EB	64	ECHINACEA PURPUREA 'BUTTERFLY KISSES' / BUTTERFLY KISSES CONEFLOWER THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL
	ST	9	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSSEED THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWINK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 GAL

NOTE: INTERIOR CANOPY TREES ARE COUNTED IN PLANT SCHEDULE ON SHEET L - 8

**PLANT SCHEDULE (EXISTING LANDSCAPE)**

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	XD	145	EXISTING TREES TO REMAIN - DECIDUOUS (INTERIOR)	-
	XD2	40	EXISTING TREES TO REMAIN - DECIDUOUS	-
	XD4	25	EXISTING TREES TO BE REMOVED - DECIDUOUS	-
	XE	4	EXISTING TREES TO REMAIN - EVERGREEN	-
	XE2	16	EXISTING TREES TO BE REMOVED - EVERGREEN	-
	XRW	18	EXISTING TREES TO REMAIN - RIVER WALK	-

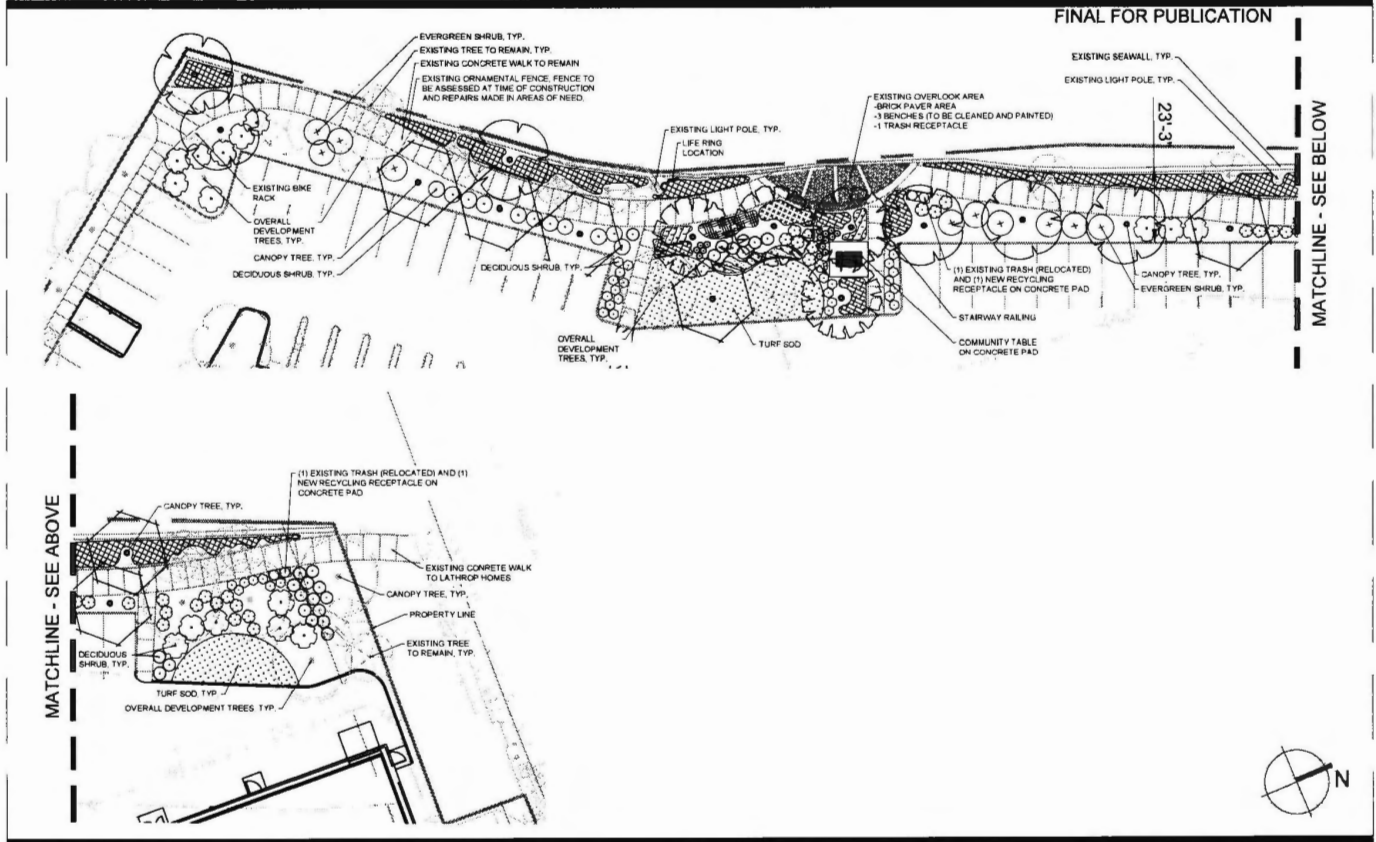
APPLICANT: COSTCO WHOLESALE CORPORATION

ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614

INTRODUCTION DATE: JUNE 22, 2022

PLAN COMMISSION DATE:

L - 9  
LANDSCAPE NOTES AND  
DETAILS (PLANT LIST)



APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	SCALE: 1"=40'

L - 10  
RIVER WALK LANDSCAPE  
PLAN

FINAL FOR PUBLICATION

CHICAGO, IL - LANDSCAPE CODE REQUIREMENTS		
ZONING ORDINANCE	REQUIRED	EXISTING
<b>CHICAGO RIVERWALK DESIGN GUIDELINES- NORTHWEST ZONE 430.12 LF OF FRONTAGE</b>		
<b>3.2 - REQUIRED MINIMUM PATH WIDTH</b>		
NORTHWEST ZONE: 10' MULTI-USE PATH WITH 2' PAVED, GRAVEL, OR MOWED SHOULDERS	10' MULTI-USE PATH WITH 2' PAVED, GRAVEL, OR MOWED SHOULDERS	EXISTING # CONCRETE MULTI-USE PATH
<b>3.3.1 - SITE FURNISHING GUIDE</b>		
1 BENCH AND 1 TABLE SHOULD BE PROVIDED FOR EVERY 250 LF OF RIVER FRONTAGE	430 12 LF / 250'-2 (1.7) BENCHES 430 12 LF / 250'-2 (1.7) TABLES	3 EXISTING BENCHES (TO BE CLEANED UP, PAINTED) 1 TABLE PROVIDED
1 TRASH RECEPTACLE AND 1 RECYCLING RECEPTACLE SHOULD BE PROVIDED FOR EVERY 250 LF OF RIVER FRONTAGE	430 12 LF / 250'-2 (1.7) TRASH 430 12 LF / 250'-2 (1.7) RECYCLING	2 EXISTING TRASH RECEPTACLE (TO BE CLEANED UP, PAINTED), 2 TO BE RELOCATED 2 RECYCLING RECEPTABLES PROVIDED
1 SEATING AREA SHOULD BE PROVIDED FOR EVERY 500 LF OF RIVER FRONTAGE	NA	COMMUNITY TABLE PROVIDED
<b>3.5 - LIGHTING</b>		
LIGHT POLE HEIGHT IS RECOMMENDED BETWEEN 14 AND 30 FT TALL. TEMPERATURE SHOULD BE 3000K OR BELOW (LESS BLUE LIGHT). LIGHT LEVELS SHOULD BE CONSIDERED FOR SAFETY. LIGHTS SHOULD BE DARK SKY COMPLIANT AND SHOULD BE EQUIPPED WITH SHIELDS	SEE CODE TO LEFT	EXISTING LIGHT POLES WITH LED MODIFICATIONS
<b>3.6 - WAYFINDING AND SIGNAGE</b>		
PROJECTS SHOULD PROVIDE SITE-WIDE WAYFINDING SIGNAGE SYSTEM UTILIZING THE CHICAGO RIVERWALK BRAND AND SIGN STANDARDS. BRAND AND IDENTITY, DIRECTIONAL SIGNAGE, MILE MARKERS	SEE BRAND AND SIGN STANDARD DOCUMENT	(2) DIRECTIONAL SIGNS TO BE PROVIDED (1 SIGN AT CLYBOURN AVE AND WOLCOTT AND 1 SIGN AT DAMEN AVE. SIDEWALK CONNECTION)
<b>3.7.3.3 - LANDSCAPING</b>		
NATIVE PLANTINGS SHOULD BE UTILIZED IN ALL INSTANCES	NATIVE PLANTINGS	NATIVE PLANTINGS PROVIDED IN RELEVANT AREAS
4'-6" ORNAMENTAL METAL FENCE IS REQUIRED FOR ALL VEHICULAR USE AREAS	4'-6" ORNAMENTAL FENCE ALONG ENTIRE LENGTH	EXISTING ORNAMENTAL FENCE PROVIDED ALONG ENTIRE LENGTH OF RIVERWALK
2 TREE SHALL BE PROVIDED FOR EVERY 25' OF THE RIVER FRONTAGE	430 12/25=17 *2= 36 (35.8) TREES REQUIRED	19 EXISTING TREES 17 PROPOSED TREES
HEDGE ROW	SHRUB HEDGE ROW ALONG ENTIRE LENGTH IS REQUIRED	SHRUB HEDGE ROW PROVIDED ALONG ENTIRE LENGTH
<b>3.11.1 - VERTICAL BULKHEAD OR SEAWALL GUIDELINES</b>		
PROVIDE LADDERS NO FURTHER THAN EVERY 300 FT. PROVIDE LIFE RINGS NO FURTHER THAN EVERY 300 FEET	430 12/300= 1 (1.4) LIFE RING/LADDERS	1 LIFE RING PROVIDED
<b>4.2 - MENU OF IMPROVEMENTS</b>		
ALL PROPERTY OWNERS ALONG THE RIVER'S EDGE ARE EXPECTED TO PROVIDE A MINIMUM AMOUNT OF MENU ITEMS	PD PROJECT OTHERS' CATEGORY 3 OR MORE MENU ITEMS EXPECTED. 1 PRIORITY MENU ITEM (*) SEE PAGE 48 OF RIVER GUIDE. MENU INCLUDES: <b>NATURE</b> (NEW NATURALIZED SHORELINE*, ROBUST UPLAND HABITAT, STORMWATER BEST PRACTICES, AQUATIC WILDLIFE HABITATS*, INCREASED SETBACK, LARGE RIVERFRONT PARK) <b>RECREATION</b> (ACCESS TO WATER AND DOCKING FACILITIES, EXPANDED SEATING AREAS, RIVERFRONT OVERLOOK, RECREATIONAL AREAS, SUPPORT AMENITIES (AKA RESTROOMS)) <b>CONNECTIVITY</b> (UNDERBRIDGE CONNECTIONS, CANTILEVERED AND FLOATING WALKWAY, INTERPRETIVE SIGNAGE, PUBLIC ART AND LIGHTING, ELEVATOR/INCREASED ACCESSIBILITY, ENHANCED CONNECTION TO STREET AND TRANSIT NETWORK)	ROBUST UPLAND HABITAT PROVIDED WITH ALL NATIVE PLANTINGS RIVERFRONT OVERLOOK DAMEN AVENUE UNDERBRIDGE CONNECTION CONNECTION TO STREET AND TRANSIT NETWORK

APPLICANT: COSTCO WHOLESALE CORPORATION	L - 11 RIVER WALK LANDSCAPE COMPLIANCE TABLE
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	

PLANT SCHEDULE (PLANT QUANTITIES LISTED ARE FOR RIVER WALK LANDSCAPE ONLY)

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	INSTALL SIZE	NATURE HT.	NATURE SP.	OTHER
	CD	6	CELTIS OCCIDENTALIS / COMMON HACKBERRY THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	B & B		3.5' CAL. MIN	45' - 60' HT.	40' - 60' SP.	
	DK	7	GYMNOCLADUS DIKKA / KENTUCKY COFFEETREE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN	70' HT.	40' - 50' SP.	
	DB	4	QUERCUS BICOLOR / SWAMP WHITE OAK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	B & B		2.5' CAL. MIN	45' HT.	45' SP.	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	INSTALL SIZE	NATURE HT.	NATURE SP.	OTHER
	KY	11	ARONIA MELANOCARPA / PROUDER BEAUTY TM / PROUDER BEAUTY BLACK CHOKEBERRY THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		18' HT. MIN.	2' - 3' HT.	3' - 4' SP.
	CA	18	CELANDRIS AMERICANUS / NEW JERSEY TEA THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		18' HT. MIN.	3' - 4' HT.	3' - 4' SP.
	DR	16	CORNUS SERICEA / RED-OSSER DOGWOOD THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		30' HT. MIN.	6' - 8' HT.	8' - 10' SP.
	DL	6	DIERVILLA LONICERA / DWARF BUSH HONEYBUCKLE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		24' HT. MIN.	3' - 4' HT.	3' - 4' SP.
	ZJ	6	JUNIPERUS COMMUNIS / COMMON JUNIPER THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		30' HT. MIN.		
	PD	31	POTENTILLA FRUTICOSA / GOLD DROP / GOLD DROP BUSH GROUNDROCK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		18' HT. MIN.	2' - 3' HT.	2' - 3' SP.
	PL	28	PHYSCALOPUS OPALIFOLIS / LITTLE DEVIL TM / LITTLE DEVIL, DWARF MINEBARK THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	-	SEE PLAN		18' HT. MIN.	3' - 4' HT.	3' - 4' SP.
ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	INSTALL SIZE	NATURE HT.	NATURE SP.	OTHER
	PH	15	PANICUM VIRIDATUM / HEAVY METAL / HEAVY METAL SWITCH GRASS THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	SEE PLAN		4' - 6' HT.	18" - 24" SP.	
GRASSES AND PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	INSTALL SIZE	NATURE HT.	NATURE SP.	OTHER
	AV	31	AGILEPRAE SYRIACA / COMMON MILKWEED THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	36" OC				
	EB	40	ECHINACEA PURPUREA / BUTTERFLY MILKWEED / BUTTERFLY MILKWEED COMELOWNER THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	18" OC				
	GT2	41	DEUM TRIFLORUM / PRAIRIE SMOKE THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	18" OC				
	PMA	340	PERENNIAL MIX A ASTER AGRISEUS CAREX PELLITA COREOPODIS PALMATA ECHINACEA PURPUREA JUNCUS EFFLUSUS Liatris cylindrica Panicum viridatum Schedochrysa scoparium Sorghastrum nutans	1 DAL	PLANTS TO BE INTERMIXED 18"-24" OC				
	RH	25	RHOICHA HIRTA / BLACK-EYED SUSAN THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	36" OC				
	ST	31	SPOROBIUS HETEROLEPIS / PRAIRIE DROPSEED THIS SPECIES IS NATIVE TO THE CHICAGO REGION ACCORDING TO SWANK AND WILHELM'S PLANTS OF THE CHICAGO REGION	1 DAL	36" OC				

GROUND COVERS  
 BOTANICAL / COMMON NAME  
 TURP 500

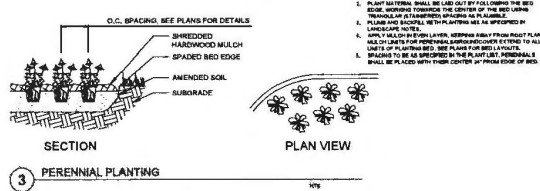
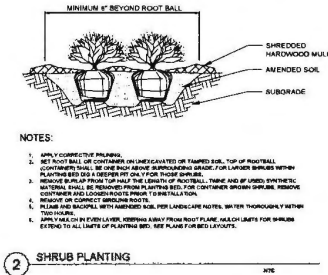
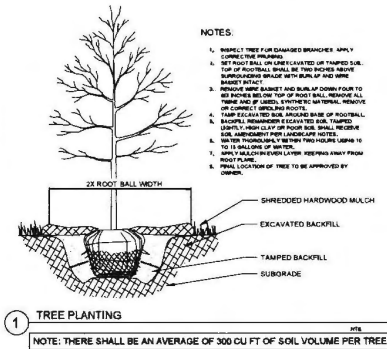
APPLICANT: COSTCO WHOLESALE CORPORATION
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614
INTRODUCTION DATE: JUNE 22, 2022
PLAN COMMISSION DATE:

L - 12  
 LANDSCAPE NOTES AND  
 DETAILS (RIVER WALK  
 PLANT LIST)

LANDSCAPE NOTES

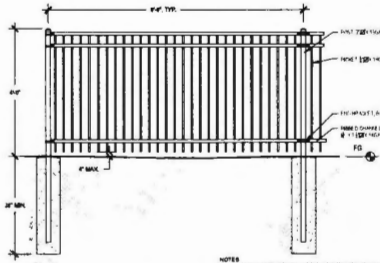
FINAL FOR PUBLICATION

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
4. ALL NURSERY STOCK SHALL BE WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. DECIDUOUS TREES SHALL BE FREE OF FRESH SCARS. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS A PART OF THIS CONTRACT.
5. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
6. AMENDED SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
7. PLANTING AREA SOIL SHALL BE AMENDED WITH 25% SPHANGUM PEATMOSS, 5% HUMUS AND 65% PULVERIZED SOIL FOR ALL SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS. AMENDED TURF AREA SOIL SHALL BE STANDARD TOPSOIL.
8. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
9. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
10. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
11. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
12. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
13. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
14. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.



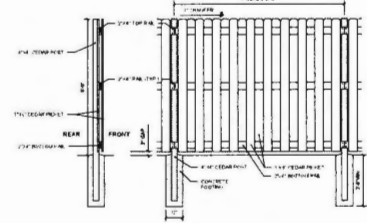
APPLICANT: COSTCO WHOLESALE CORPORATION	<p>L - 13 LANDSCAPE NOTES AND DETAILS</p>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	

FINAL FOR PUBLICATION

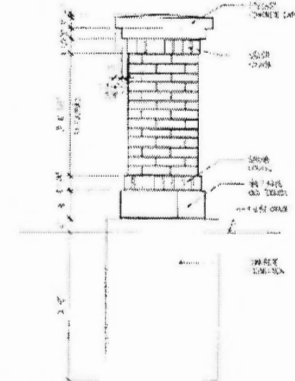


1 4' ORNAMENTAL FENCE

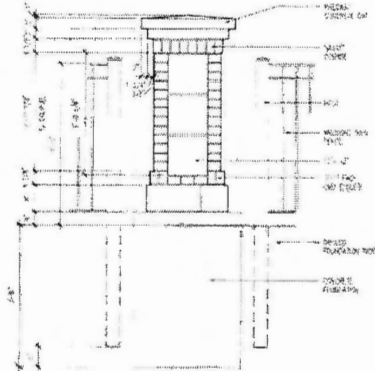
NOTES:  
 1. TYPICAL FENCE DETAIL, REFER TO MANUFACTURERS SPECIFICATIONS.  
 2. POST SIZE VARIES BY FENCE HEIGHT AND WIND LOAD.  
 3. CONCRETE FOOTING VARIES BASED ON LOCAL SOIL CONDITIONS.



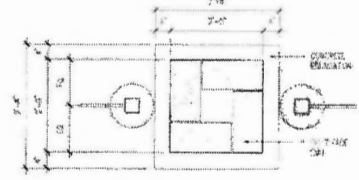
2 6' BOARD-ON-BOARD SCREEN FENCE



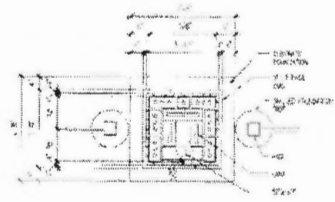
3 PIER - PARKING LOT ELEVATION



4 PIER - STREET ELEVATION



5 PIER - PLAN VIEW AT CMU

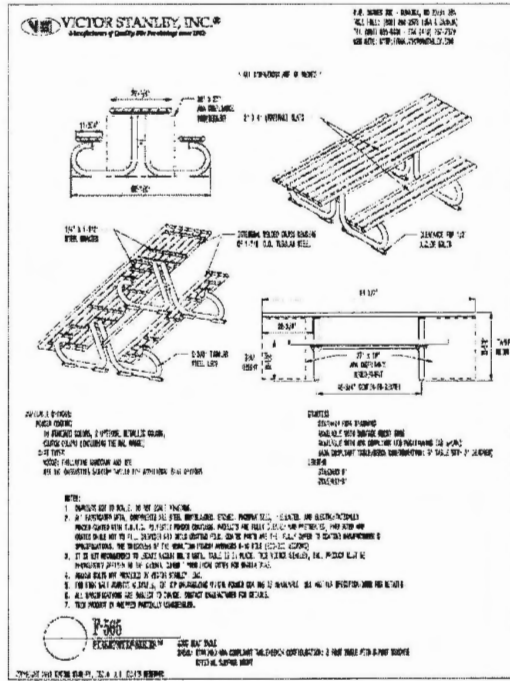
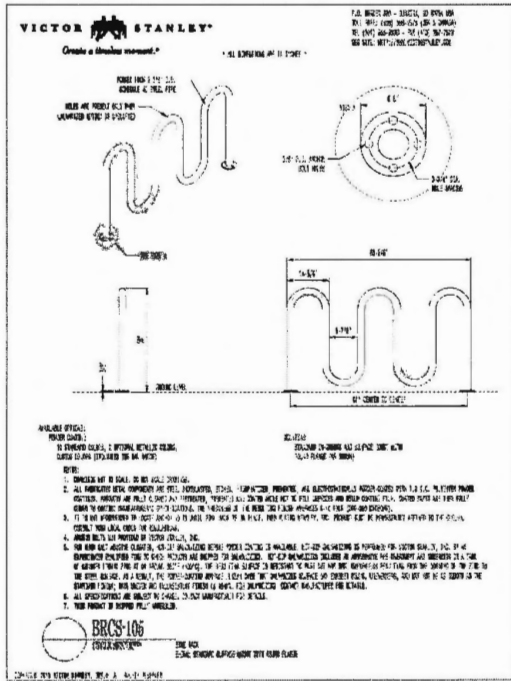


6 PIER - PLAN VIEW

APPLICANT: COSTCO WHOLESALE CORPORATION  
 ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614  
 INTRODUCTION DATE: JUNE 22, 2022  
 PLAN COMMISSION DATE:

L - 14  
 LANDSCAPE NOTES AND  
 DETAILS





APPLICANT: COSTCO WHOLESALE CORPORATION	
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	

**L - 16  
 LANDSCAPE NOTES AND  
 DETAILS**

LANDSCAPE RIVER WALK MAINTENANCE NOTES

FINAL FOR PUBLICATION

**PRUNING**

ALL ORNAMENTAL TREES, SHRUBS AND GROUND COVER SHALL BE PRUNED WHEN APPROPRIATE TO REMOVE DEAD OR DAMAGED BRANCHES, DEVELOP THE NATURAL SHAPES. **DO NOT SHEAR TREES OR SHRUBS.** IF PREVIOUS MAINTENANCE PRACTICE HAS BEEN TO SHEAR AND BALL, THEN A NATURAL SHAPE WILL BE RESTORED GRADUALLY.

**PRUNING GUIDELINES:**

1. PRUNE THOSE THAT FLOWER BEFORE THE END OF JUNE IMMEDIATELY AFTER FLOWERING. FLOWER BUDS DEVELOP DURING THE PREVIOUS GROWING SEASON. FALL, WINTER OR SPRING PRUNING WOULD REDUCE THE SPRING FLOWERING DISPLAY.
2. PRUNE THOSE THAT FLOWER IN SUMMER OR AUTUMN IN WINTER OR SPRING BEFORE NEW GROWTH BEGINS, SINCE THESE PLANTS DEVELOP FLOWERS ON NEW GROWTH.
3. DELAY PRUNING PLANTS GROWN FOR ORNAMENTAL FRUITS, SUCH AS COTONEASTERS, PYRACANTHAS AND VIBURNUMS.
4. HOLLIES AND OTHER EVERGREENS MAY BE PRUNED DURING WINTER IN ORDER TO USE THEIR BRANCHES FOR SEASONAL DECORATION. HOWEVER, SEVERE PRUNING OF EVERGREENS SHOULD BE DONE IN EARLY SPRING ONLY.
5. BROADLEAF EVERGREEN SHRUBS SHALL BE HAND-PRUNED TO MAINTAIN THEIR NATURAL APPEARANCE AFTER THE NEW GROWTH HARDENS OFF.
6. HEDGES OR SHRUBS THAT REQUIRE SHEARING TO MAINTAIN A FORMAL APPEARANCE SHALL BE PRUNED AS REQUIRED. DEAD WOOD SHALL BE REMOVED FROM SHEARED PLANTS BEFORE THE FIRST SHEARING OF THE SEASON.
7. CONIFERS SHALL BE PRUNED, IF REQUIRED, ACCORDING TO THEIR GENUS. YEW, JUNIPERS, HEMLOCKS, ARBORVITAE, AND FALSE-CYPRESS MAY BE PRUNED AFTER NEW GROWTH HAS HARDENED OFF IN LATE SUMMER. IF SEVERE PRUNING IS NECESSARY, IT MUST BE DONE IN EARLY SPRING. FIRS AND SPRUCES MAY BE LIGHTLY PRUNED IN LATE SUMMER, FALL, OR WINTER AFTER COMPLETING GROWTH. LEAVE SIDE BUDS. NEVER CUT CENTRAL LEADER. PINES MAY BE LIGHTLY PRUNED IN EARLY JUNE BY REDUCING CANDLES.
8. GROUND COVER SHALL BE EDGED AND PRUNED AS NEEDED TO CONTAIN IT WITHIN ITS BORDERS.
9. THINNING: REMOVE BRANCHES AND WATER SPROUTS BY CUTTING THEM BACK TO THEIR POINT OF ORIGIN ON PARENT STEMS. THIS METHOD RESULTS IN A MORE OPEN PLANT, WITHOUT STIMULATING EXCESSIVE GROWTH. THINNING IS USED ON CREPE MYRTLES, LILACS, VIBURNUMS, SMOKE BUSH, ETC.
10. RENEWAL PRUNING: REMOVE OLDEST BRANCHES OF SHRUB AT GROUND, LEAVING THE YOUNGER, MORE VIGOROUS BRANCHES. ALSO REMOVE WEAK STEMS. ON OVERGROWN PLANTS, THIS METHOD MAY BE BEST DONE OVER A THREE-YEAR PERIOD. RENEWAL PRUNING MAY BE USED ON ABELIA, FORSYTHIA, DEUTZIA, SPIRAEA, ETC.

PLANTS OVERHANGING PASSAGEWAYS AND PARKING AREAS AND DAMAGED PLANTS SHALL BE PRUNED AS NEEDED.

SHADE TREES THAT CANNOT BE ADEQUATELY PRUNED FROM THE GROUND SHALL NOT BE INCLUDED IN THE MAINTENANCE CONTRACT. A CERTIFIED ARBORIST UNDER A SEPARATE CONTRACT SHALL PERFORM THIS TYPE OF WORK.

**SPRING CLEANUP**

PLANT BEDS SHALL RECEIVE A GENERAL CLEANUP BEFORE FERTILIZING AND MULCHING. CLEANUP INCLUDES REMOVING DEBRIS AND TRASH FROM BEDS AND CUTTING BACK HERBACEOUS PERENNIALS LEFT STANDING THROUGH WINTER, E.G. ORNAMENTAL GRASSES, SEDUM AUTUMN JOY.

**FERTILIZING**

FOR TREES, THE RATE OF FERTILIZATION DEPENDS ON THE TREE SPECIES, TREE VIGOR, AREA AVAILABLE FOR FERTILIZATION, AND GROWTH STAGE OF THE TREE. MATURE SPECIMENS BENEFIT FROM FERTILIZATION EVERY 3 TO 4 YEARS; YOUNGER TREES SHALL BE FERTILIZED MORE OFTEN DURING RAPID GROWTH STAGES.

THE CURRENT RECOMMENDATION IS BASED ON THE RATE OF 1000 SQUARE FEET OF AREA UNDER THE TREE TO BE FERTILIZED. FOR DECIDUOUS TREES, 2 TO 6 POUNDS OF NITROGEN PER 1000 SQUARE FEET; FOR NARROW-LEAF EVERGREENS, 1 TO 4 POUNDS OF NITROGEN PER 1000 SQUARE FEET; FOR BROADLEAF EVERGREENS, 1 TO 3 POUNDS OF NITROGEN PER 1000 SQUARE FEET.

SHRUBS AND GROUND COVER SHALL BE TOP-DRESSED WITH COMPOST 1" DEEP, OR FERTILIZED ONCE IN MARCH WITH 10-6-4 ANALYSIS FERTILIZER AT THE RATE OF 3 POUNDS PER 1000 SQUARE FEET OF BED AREA. ERICACEOUS MATERIAL SHALL BE FERTILIZED WITH AN ERICACEOUS FERTILIZER AT THE MANUFACTURER'S RECOMMENDATION RATE. IF PLANTS ARE GROWING POORLY, A SOIL SAMPLE SHOULD BE TAKEN.

APPLICANT: COSTCO WHOLESALE CORPORATION	<b>L - 17 LANDSCAPE NOTES AND DETAILS</b>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	

FINAL FOR PUBLICATION

**LANDSCAPE RIVER WALK MAINTENANCE NOTES**

**MULCHING**  
 ANNUALLY, ALL TREE AND SHRUB BEDS WILL BE PREPARED AND MULCHED, TO A MINIMUM DEPTH OF 3" WITH QUALITY MULCH TO MATCH EXISTING. BED PREPARATION SHALL INCLUDE REMOVING ALL WEEDS, CLEANING UP SAID BED, EDGING AND CULTIVATING DECAYED MULCH INTO THE SOIL. DEBRIS FROM EDGING IS TO BE REMOVED FROM BEDS WHERE APPLICABLE. IF DEEMED NECESSARY, A PRE-EMERGENT HERBICIDE MAY BE APPLIED TO THE SOIL TO INHIBIT THE GROWTH OF FUTURE WEEDS.

ORGANICALLY MAINTAINED GARDENS SHALL NOT RECEIVE ANY PRE-EMERGENT HERBICIDES. MULCH IN EXCESS OF 4" WILL BE REMOVED FROM THE BED AREAS. SPECIAL CARE SHALL BE TAKEN IN THE MULCHING OPERATION NOT TO OVER-MULCH OR COVER THE BASE OF TREES AND SHRUBS. THIS CAN BE DETRIMENTAL TO THE HEALTH OF THE PLANTS.

**WEEDING**  
 ALL BEDS SHALL BE WEEDED ON A CONTINUOUS BASIS THROUGHOUT THE GROWING SEASON TO MAINTAIN A NEAT APPEARANCE AT ALL TIMES.

PRE-EMERGENT (SOIL-APPLIED) AND POST-EMERGENT (FOLIAR-APPLIED) HERBICIDES SHALL BE USED WHERE AND WHEN APPLICABLE AND IN ACCORDANCE WITH THE PRODUCT'S LABEL.

**INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUNDCOVER**  
 THE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE LANDSCAPE SITE ON A REGULAR BASIS. THE MONITORING FREQUENCY SHALL BE MONTHLY EXCEPT FOR GROWING SEASON, WHICH WILL BE EVERY OTHER WEEK. TRAINED PERSONNEL SHALL MONITOR FOR PLANT DAMAGING INSECT ACTIVITY, PLANT PATHOGENIC DISEASES AND POTENTIAL CULTURAL PROBLEMS IN THE LANDSCAPE. THE PEST OR CULTURAL PROBLEM WILL BE IDENTIFIED UNDER THE SUPERVISION OF THE CONTRACTOR.

FOR PLANT DAMAGING INSECTS AND MITES IDENTIFIED IN THE LANDSCAPE, THE CONTRACTOR SHALL CONSULT AND FOLLOW THE RECOMMENDATIONS OF THE MOST CURRENT EDITION OF THE STATE COOPERATIVE SERVICE PUBLICATION ON INSECT CONTROL ON LANDSCAPE PLANT MATERIAL.

PLANT PATHOGENIC DISEASE PROBLEMS IDENTIFIED BY THE CONTRACTOR THAT CAN BE RESOLVED BY PRUNING OR PHYSICAL REMOVAL OF DAMAGED PLANT PARTS WILL BE PERFORMED AS PART OF THE CONTRACT. FOR AN ADDITIONAL CHARGE, PLANT PATHOGENIC DISEASES THAT CAN BE RESOLVED THROUGH PROPERLY TIMED APPLICATIONS OF FUNGICIDES SHALL BE MADE WHEN THE OWNER AUTHORIZES IT.

IF THE CONTRACTOR NOTES AN ESPECIALLY INSECT-OR DISEASE-PRONE PLANT SPECIES IN THE LANDSCAPE, HE/SHE WILL SUGGEST REPLACEMENT WITH A MORE PEST-RESISTANT CULTIVARS OR SPECIES THAT IS CONSISTENT WITH THE INTENT OF THE LANDSCAPE DESIGN.

NOTE: FOR IDENTIFICATION OF PLANT-DAMAGING INSECTS AND MITES, A REFERENCE TEXTBOOK THAT CAN BE USED IS *INSECTS THAT FEED ON TREES AND SHRUBS* BY JOHNSON AND LYON, COMSTOCK PUBLISHING ASSOCIATES. FOR PLANT PATHOGENIC DISEASES, TWO REFERENCES ARE SUGGESTED: *SCOUTING AND CONTROLLING WOODY ORNAMENTAL DISEASES IN LANDSCAPES AND NURSERIES*, AUTHORIZED BY GARY MOORMAN, PUBLISHED BY PENN STATE COLLEGE OF AGRICULTURAL SCIENCES, AND *DISEASES OF TREES AND SHRUBS* BY SINCLAIR AND LYON, PUBLISHED BY COMSTOCK PUBLISHING PRESS.

**TRASH REMOVAL**  
 THE MAINTENANCE CONTRACTOR SHALL REMOVE TRASH FROM ALL SHRUB AND GROUNDCOVER BEDS WITH EACH VISIT.

**LEAF REMOVAL**  
 ALL FALLEN LEAVES SHALL BE REMOVED FROM THE SITE IN NOVEMBER AND ONCE IN DECEMBER. IF REQUESTED BY THE OWNER, THE MAINTENANCE CONTRACTOR, AT AN ADDITIONAL COST TO THE OWNER SHALL PERFORM SUPPLEMENTAL LEAF REMOVALS.

**WINTER CLEAN-UP**  
 THE PROJECT SHALL RECEIVE A GENERAL CLEAN-UP ONCE DURING EACH OF THE WINTER MONTHS, I.E., JANUARY, FEBRUARY, AND MARCH.

CLEAN-UP INCLUDES:  
 CLEANING CURBS AND PARKING AREAS, REMOVING ALL TRASH AND UNWANTED DEBRIS, TURNING MULCH WHERE NECESSARY, INSPECTION OF GROUNDS

APPLICANT: COSTCO WHOLESALE CORPORATION	<b>L - 18          LANDSCAPE NOTES AND          DETAILS</b>
ADDRESS OF PROJECT: 2746 N. CLYBOURN AVE, CHICAGO, IL 60614	
INTRODUCTION DATE: JUNE 22, 2022	
PLAN COMMISSION DATE:	

*Reclassification Of Area Shown On Map No. 12-K.*  
(Application No. A-8872)  
(Common Address: 5353 S. Archer Ave.)

[O2024-0008857]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 12-K in the area bounded by:

South Archer Avenue; South Keating Avenue; the alley next south of and parallel to South Archer Avenue; and a line 117 feet west of South Keating Avenue, as measured along the south right-of-way line and perpendicular to South Archer Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8877)  
(Common Address: 305 E. Kensington Ave.)

[O2024-0008702]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

East Kensington Avenue; a line 100 feet east of and parallel to South Prairie Avenue; the alley next south of and parallel to East Kensington Avenue; and a line 75 feet east of and parallel to South Prairie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8878)  
(Common Address: 339 -- 341 E. Kensington Ave.)

[O2024-0008703]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

East Kensington Avenue; a line 425 feet east of and parallel to South Prairie Avenue; the alley next south of and parallel to East Kensington Avenue; and a line 375 feet east of and parallel to South Prairie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8879)  
(Common Address: 355 -- 357 E. Kensington Ave.)

[O2024-0008704]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

East Kensington Avenue; a line 600 feet east of and parallel to South Prairie Avenue; the alley next south of and parallel to East Kensington Avenue; and a line 550 feet east of and parallel to South Prairie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8880)  
(Common Address: 371 -- 373 E. Kensington Ave.)

[O2024-0008705]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

East Kensington Avenue; a line 750 feet east of and parallel to South Prairie Avenue; the alley next south of and parallel to East Kensington Avenue; and a line 675 feet east of and parallel to South Prairie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8881)  
(Common Address: 372 E. Kensington Ave.)

[O2024-0008707]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

the alley next north of and parallel to East Kensington Avenue; a line 750 feet east of and parallel to South Prairie Avenue; East Kensington Avenue; and a line 725 feet east of and parallel to South Prairie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8875)  
(Common Address: 11707 -- 11709 S. Michigan Ave.)

[O2024-0008708]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 32.75 feet south of and parallel to East 117<sup>th</sup> Street; the alley next east of and parallel to South Michigan Avenue; a line 82.75 feet south of and parallel to East 117<sup>th</sup> Street; and South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

—

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8882)  
(Common Address: 11801 -- 11805 S. Michigan Ave.  
And 11808 -- 11810 S. Michigan Ave.)

[O2024-0008709]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

East 118<sup>th</sup> Street; the alley next east of and parallel to South Michigan Avenue; a line 85.1 feet south of and parallel to East 118<sup>th</sup> Street; South Michigan Avenue; a line 120.4 feet south of and parallel to East 118<sup>th</sup> Street; and the alley next west of and parallel to South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 28-E.*

(Application No. A-8883)

(Common Address: 11819 S. Michigan Ave.)

[O2024-0008710]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 73.1 feet north of and parallel to East 118<sup>th</sup> Place; the alley next east of and parallel to South Michigan Avenue; a line 49.1 feet north of and parallel to East 118<sup>th</sup> Place; and South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 28-E.*

(Application No. A-8884)

(Common Address: 11853 S. Michigan Ave.)

[O2024-0008711]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 73.1 feet north of and parallel to East 119<sup>th</sup> Street; the alley next east of and parallel to South Michigan Avenue; a line 49.1 feet north of and parallel to East 119<sup>th</sup> Street; and South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 28-E.*  
(Application No. A-8885)  
(Common Address: 11938 S. Michigan Ave.)

[O2024-0008712]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 49 feet south of and parallel to East 119<sup>th</sup> Place; South Michigan Avenue; a line 73 feet north of and parallel to East 119<sup>th</sup> Place; and the alley next west of and parallel to South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.



*Reclassification Of Area Shown On Map No. 30-E.*  
(Application No. A-8876)  
(Common Address: 25 -- 27 E. 119<sup>th</sup> St.)

[O2024-0008701]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 30-E in the area bounded by:

East 119<sup>th</sup> Street; a line 99 feet west of and parallel to the alley next west of and parallel to South Michigan Avenue; the alley next south of and parallel to East 119<sup>th</sup> Street; and a line 149 feet west of and parallel to the alley next west of and parallel to South Michigan Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

*3300 And 3302 S. Giles Ave.*

[Or2024-0009712]

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address: 3300 and 3302 South Giles Avenue ("Property")

District/Building: Calumet-Giles-Prairie Landmark District

for work generally described as:

construction of two new single-family, wood frame residential buildings, enveloped with a brick, brick veneer and limestone, each with a rear deck, and a 2.5 car wood-framed garage with a masonry exterior. The following is the proposed scope of work: excavation of the lot; poured cement footings and walls for both residential structures and garages as well as for the sidewalks and patio areas; construction of the lumber exterior frame attached to the foundation and enveloped with a veneer brick to the residential buildings and garages; construction of rear decks with steel stairs on the residential buildings; the installation of plumbing, electrical, and HVAC systems, and double hung windows; a landscaped front facade and yard; the installation of exterior lights as well as iron and wooden fencing; and other construction tasks as needed.

Owner: GraceK Contractors LLC, in care of Thomas R. Boney

Owner's Address: 3400 South Giles Avenue

City, State, Zip: Chicago, Illinois 60616

SECTION 3. The fee waiver authorized by this order shall be effective from May 15, 2024 through December 31, 2025, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

—

*2401 -- 2403 N. Kedzie Blvd.*

[Or2024-0009642]

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address: 2401 -- 2403 North Kedzie Boulevard  
("Property")

District/Building: Logan Square Boulevards District

for work generally described as:

renovation of the existing 13-unit residential building with the development of 2 additional residential units and the conversion of an existing basement into additional dwelling units. The following is the proposed scope of work: the demolition of interior storage spaces on the garden level to be replaced with one-to-three-bedroom units; construction of a small addition to the back of the building to maximize the available floor area ratio; upgrades including new electrical systems, plumbing, and HVAC; reconstruction of all the rear wood decks; and other construction tasks as needed.

Owner: 2401 -- 2403 North Kedzie LLC, in care of  
Kenneth and Michael Motew

Owner's Address: 709 North Milwaukee Avenue

City, State, Zip: Chicago, Illinois 60642

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2024 through June 1, 2025, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

*3116 -- 3124 W. Logan Blvd.*

[Or2024-0009640]

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address: 3116 -- 3124 West Logan Boulevard  
("Property")

District/Building: Logan Square Boulevards District

for work generally described as:

the reconfiguration and renovation of the existing 27-unit residential building into 42-units including a 3-story addition and basement with an egress staircase at the rear of 3116 West Logan Boulevard section of the building. The following is the proposed scope of work: the demolition of the interior storage spaces on the garden level to be replaced with one-to-three-bedroom units; construction of a small addition to the back of the building to maximize the available floor area ratio; upgrades including new electrical systems, plumbing, and HVAC; reconstruction of all the rear wood decks; and other construction tasks as needed.

Owner: 3116 -- 3124 West Logan LLC, in care of  
Kenneth and Michael Motew

Owner's Address: 709 North Milwaukee Avenue

City, State, Zip: Chicago, Illinois 60642

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2024 through June 1, 2025, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

## ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> 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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

*5764 S. Archer Ave.*

[Or2024-0009189]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Lauren Biegel

(\* 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: 5764 South Archer Avenue, Chicago, Illinois 60638

Zoning District: B3-1

DOB Sign Permit Application Number: 101047197

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, 28 feet, 4 inches; height, 4 feet, \_\_\_\_\_ inches  
Total square feet in area: 113 feet, \_\_\_\_\_ inches
- 6. Height above grade: 9 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): 15 feet
- 8. Name of Sign Contractor/Erector: Sign Service Plus 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.

3939 -- 3941 N. Ashland Ave.

[Or2024-0010140]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Duke Animal Hospital

(\* 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: 3939 -- 3941 North Ashland Avenue, Chicago, Illinois 60613

Zoning District: B3-1

DOB Sign Permit Application Number: 101048276

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: BACP1936656
- 5. Dimensions: length, 20 feet, 2 inches; height, 5 feet, 0 inches  
Total square feet in area: 101 feet, 0 inches
- 6. Height above grade: 9 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

520 S. California Ave.  
(Permit No. 1014049714)

[Or2024-0009195]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: 520 California BP

(\* 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: 520 South California Avenue, Chicago, Illinois 60612

Zoning District: C1-1

DOB Sign Permit Application Number: 101049714

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, 11 feet, 6 inches; height, 11 feet, 6 inches  
Total square feet in area: 132
6. Height above grade: 60 feet, 6 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: James D. Ahern and Company 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.

520 S. California Ave.  
(Permit No. 1014049715)

[Or2024-0009196]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: 520 California BP

(\* 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: 520 South California Avenue, Chicago, Illinois 60612

Zoning District: C1-1

DOB Sign Permit Application Number: 101049715

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, 6 feet, 9 inches; height, 26 feet, 0 inches  
Total square feet in area: 146
6. Height above grade: 26 feet, 8 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: James D. Ahern and Company 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.

362 W. Chicago Ave.  
(South Elevation)

[Or2024-0009650]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

- 1. On-premises:  X  Or Off-premises: \_\_\_\_\_
- 2. Static sign:  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: \_\_\_\_\_
- 5. Dimensions: length, 35 feet, 1 inch; height, 7 feet, 1 inch  
Total square feet in area: 248 feet, \_\_\_\_\_ inches
- 6. Height above grade: 41 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

362 W. Chicago Ave.  
(East Elevation)

[Or2024-0009649]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\*: Public Storage**

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:  Or Off-premises: \_\_\_\_\_
2. Static sign:  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 16 feet, 1 inch; height, 10 feet, 1 inch  
Total square feet in area: 162 feet, \_\_\_\_\_ inches
6. Height above grade: 53 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

362 W. Chicago Ave.  
(West Elevation)

[Or2024-0009651]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

- 1. On-premises:  X  Or Off-premises: \_\_\_\_\_
- 2. Static sign:  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, 1 inch; height, 10 feet, 1 inch  
Total square feet in area: 162 feet, \_\_\_\_\_ inches
- 6. Height above grade: 53 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2501 N. Damen Ave.  
(Permit No. 101050211)

[Or2024-0009452]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vienna Beef

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2501 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C3

DOB Sign Permit Application Number: 101050211

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, 44 feet, 10 inches; height, 4 feet, 1 inch  
Total square feet in area: 183 feet,  \_\_\_\_\_  inches
6. Height above grade: 30 feet, 0 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.

2501 N. Damen Ave.  
(Permit No. 101050212)

[Or2024-0009453]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vienna Beef

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2501 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C3

DOB Sign Permit Application Number: 101050212

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 16 feet, 0 inches; height, 9 feet, 0 inches  
Total square feet in area: 147 feet, \_\_\_\_\_ inches
6. Height above grade: 1 foot, 0 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.

2545 W. Devon Ave.

[Or2024-0009206]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Kaajal Shewakramani

(\* 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: 2545 West Devon Avenue, Chicago, Illinois 60659

Zoning District: B1-3

DOB Sign Permit Application Number: 101049730

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1934171
5. Dimensions: length, 23 feet, 6 inches; height, 5 feet, 2 inches  
Total square feet in area: 122 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: TFA Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

101 W. Division St.

[Or2024-0009194]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Mark Twain NHPF 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: 101 West Division Street, Chicago, Illinois 60610

Zoning District: B3-5

DOB Sign Permit Application Number: 101049068

Sign Details:

- 1. On-premises:  Or Off-premises:
- 2. Static sign:  Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 15 feet, 0 inches; height, 8 feet, 0 inches  
Total square feet in area: 120 feet, 0 inches
- 6. Height above grade: \_\_\_\_\_ feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: All American

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.

*1645 W. Fullerton Ave.*

[Or2024-0009455]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Saj Rizvi -- Kiddie Academy

(\* 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: 1645 West Fullerton Avenue, Chicago, Illinois 60614

Zoning District: C3-2

DOB Sign Permit Application Number: 101050165

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, 9 feet, 0 inches; height, 4 feet, 6 inches  
Total square feet in area: 41 feet, \_\_\_\_\_ inches
6. Height above grade: 41 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: M-K 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.

1623 W. Fulton St.  
(Permit No. 101051311)

[Or2024-0009654]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: MHUB

(\* 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: 1623 West Fulton Street, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101051311

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1952918
5. Dimensions: length, 11 feet, 8 inches; height, 3 feet,        inches  
Total square feet in area: 35 feet,        inches
6. Height above grade: 75 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1623 W. Fulton St.  
(Permit No. 101051312)

[Or2024-0009653]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: MHUB

(\* 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: 1623 West Fulton Street, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101051312

Sign Details:

- 1. On-premises:  Or Off-premises:
- 2. Static sign:  Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1952918
- 5. Dimensions: length, 11 feet, 8 inches; height, 3 feet,  inches  
Total square feet in area: 35 feet,  inches
- 6. Height above grade: 75 feet,  inches
- 7. Elevation (side of building or lot where the sign will be erected): North
- 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.

1623 W. Fulton St.  
(Permit No. 101051314)

[Or2024-0009652]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\***: MHUB

(\* 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: 1623 West Fulton Street, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101051314

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1952918
5. Dimensions: length, 11 feet, 8 inches; height, 3 feet,        inches  
Total square feet in area: 35 feet,        inches
6. Height above grade: 75 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): North
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.

10 E. Grand Ave.  
(Permit No. 101042067)

[Or2024-0009647]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Magna Hospitality Group

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101042067

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1907645
5. Dimensions: length, 4 feet, 0 inches; height, 32 feet, 0 inches  
Total square feet in area: 128 feet, \_\_\_\_\_ inches
6. Height above grade: 26 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All-Right 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.

10 E. Grand Ave.  
(Permit No. 101042070)

[Or2024-0009643]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Magna Hospitality Group

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101042070

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1907645
5. Dimensions: length, 10 feet, 7 inches; height, 3 feet, 8 inches  
Total square feet in area: 39 feet, \_\_\_\_\_ inches
6. Height above grade: 31 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All-Right 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.

1908 W. Harrison St.

[Or2024-0009655]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Illinois Medical District

(\* 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: 1908 West Harrison Street, Chicago, Illinois 60612

Zoning District: Planned Development Number 30

DOB Sign Permit Application Number: 101051520

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 38 feet, 0 inches; height, 16 feet, 0 inches  
Total square feet in area: 608 feet, 0 inches
6. Height above grade: 16 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Parvin-Clauss 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.

2100 W. Harrison St.

[Or2024-0009657]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Illinois Medical District

(\* 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: 2100 West Harrison Street, Chicago, Illinois 60612

Zoning District: Planned Development Number 30

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): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 38 feet, 0 inches; height, 16 feet, 0 inches  
Total square feet in area: 608 feet, 0 inches
- 6. Height above grade: 16 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): North
- 8. Name of Sign Contractor/Erector: Parvin-Clauss 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.



30 E. Hubbard St.

[Or2024-0009648]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Courtyard Management LLC, doing business as Gladsome's on State  
(\* 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: 30 East Hubbard Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 479

DOB Sign Permit Application Number: 101040841

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: BACP1909821
5. Dimensions: length, 32 feet, 0 inches; height, 10 feet, 0 inches  
Total square feet in area: 320 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Southwest Elevation
8. Name of Sign Contractor/Erector: Pro Image Promotions, 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.

*500 N. La Salle Dr.*

[Or2024-0009645]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\*:** Hawksmoor

(\* 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: 500 North La Salle Drive, Chicago, Illinois 60654

Zoning District: Planned Development Number 1447

DOB Sign Permit Application Number: 101043731

Sign Details:

1. On-premises:   X   Or Off-premises:
2. Static sign:   X   Or Dynamic-image display sign:
3. Number of sign faces:   2
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1914962
5. Dimensions: length, 5 feet,        inches; height, 20 feet,        inches  
Total square feet in area: 100 feet,        inches
6. Height above grade: 36 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Landmark Sign Partners

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.

3620 N. Lincoln Ave.

[Or2024-0009660]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: CJL Real Estate 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: 3620 North Lincoln Avenue, Chicago, Illinois 60613

Zoning District: B1-1

DOB Sign Permit Application Number: 101050282

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 26 feet, 8 inches; height, 5 feet, 1 inch  
Total square feet in area: 135 feet,          inches
6. Height above grade: 5 feet,          inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Quincy Construction

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.

*5160 N. Northwest Hwy.*  
(Permit No. 101044065)

[Or2024-0010143]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5160 North Northwest Highway, Chicago, Illinois 60630

Zoning District: Planned Development Number 1371

DOB Sign Permit Application Number: 101044065

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: BACP1910093
5. Dimensions: length, 22 feet, 0 inches; height, 8 feet, 4 inches  
Total square feet in area: 183 feet, 0 inches
6. Height above grade: 68 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North/East
8. Name of Sign Contractor/Erector: Legacy

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.

5160 N. Northwest Hwy.  
(Permit No. 101044067)

[Or2024-0010165]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5160 North Northwest Highway, Chicago, Illinois 60630

Zoning District: Planned Development Number 1371

DOB Sign Permit Application Number: 101044067

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: BACP1910093
5. Dimensions: length, 4 feet, 0 inches; height, 18 feet, 6 inches  
Total square feet in area: 74 feet, 0 inches
6. Height above grade: 32 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North/East
8. Name of Sign Contractor/Erector: Legacy

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.

113 E. Oak St.

[Or2024-0009646]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: BAPE

(\* 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: 113 East Oak Street, Chicago, Illinois 60611

Zoning District: DX-5

DOB Sign Permit Application Number: 101047838

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: BACP1934819
5. Dimensions: length, 3 feet, 0 inches; height, 4 feet, 4 inches  
Total square feet in area: 12 feet
6. Height above grade: 47 feet, 4 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Volkan Signs and Lighting, 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.

710 S. Seeley Ave.  
(Permit No. 100991024)

[Or2024-0009407]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Hampton Inn & Suites

(\* 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: 710 South Seeley Avenue, Chicago, Illinois 60612

Zoning District: Planned Development Number 30

DOB Sign Permit Application Number: 100991024

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, 2 inches; height, 4 feet, 0 inches  
Total square feet in area: 145 feet, \_\_\_\_\_ inches
6. Height above grade: 70 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

710 S. Seeley Ave.  
(Permit No. 101046365)

[Or2024-0009409]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Hampton Inn & Suites

(\* 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: 710 South Seeley Avenue, Chicago, Illinois 60612

Zoning District: Planned Development Number 30

DOB Sign Permit Application Number: 101046365

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, 14 feet, 4 inches; height, 5 feet, 6 inches  
Total square feet in area: 79 feet, \_\_\_\_\_ inches
- 6. Height above grade: 60 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): North
- 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.

1 W. Superior St.  
(North Elevation)

[Or2024-0009204]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Salon Lofts Group 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: 1 West Superior Street, Chicago, Illinois 60654

Zoning District: DX

DOB Sign Permit Application Number: 101027679

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, 13 feet, 4 inches; height, 3 feet, 0 inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
- 6. Height above grade: 45 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): North
- 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.

1 W. Superior St.  
(North Corner Elevation)

[Or2024-0009644]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Salon Lofts Group 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: 1 West Superior Street, Chicago, Illinois 60654

Zoning District: Planned Development Number 237

DOB Sign Permit Application Number: 101027679

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, 13 feet, 4 inches; height, 3 feet, 0 inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
- 6. Height above grade: 45 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): North Corner
- 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.

9920 S. Western Ave.

[Or2024-0009138]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Community Blood Center, 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: 9920 South Western Avenue, Chicago, Illinois 60643

Zoning District: B1-1

DOB Sign Permit Application Number: 101046526

Sign Details:

- 1. On-premises:  X  Or Off-premises: \_\_\_\_\_
- 2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
- 3. Number of sign faces:  2
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 16 feet, 0 inches; height, 7 feet, 0 inches  
Total square feet in area: 112 feet, 0 inches
- 6. Height above grade: 16 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): East Elevation
- 8. Name of Sign Contractor/Erector: Pro Image Promotions, 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.

*Re-Referred* -- DESIGNATION OF ALLOY REAL PROPERTY AT 2031 -- 2033 N. KINGSBURY ST. AND ANNEXATION OF REAL PROPERTY AT 2032 N. CLYBOURN AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2024-0009659]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> 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 committee's recommendation was *Concurred in* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred* to the Committee on Housing and Real Estate by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

---

*Action Deferred* -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 7-I.

(As Amended)

(Application No. 22389T1)

(Common Address: 2418 -- 2426 N. Milwaukee Ave.)

[SO2024-0008452]

The Committee on Zoning, Landmarks and Building Standards submitted the following report which was, on motion of Alderperson Moore and Alderperson Lopez, *Deferred* and ordered published:

CHICAGO, June 12, 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 June 11, 2024, the following items were passed by a majority of the members present:

Page 1 contains the re-referral of Document Number O2024-0009659 to the Committee on Housing and Real Estate.

Page 1 also contains Document Number SO2024-0005958 for the amendment of Municipal Code Chapters 14X-12 and 14A-3 regarding regulations and registration of vacant or abandoned commercial storefronts.

Page 1 further contains three fee waivers for historical landmarks in the 4<sup>th</sup> and 35<sup>th</sup> Wards.

Moving on, pages 1 through 5 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup> and 32<sup>nd</sup> Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2024-0008982.

Lastly, page 5 contains various large signs over 100 square feet in area and 24 feet above grade in the 19<sup>th</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 42<sup>nd</sup>, 45<sup>th</sup>, 46<sup>th</sup>, 47<sup>th</sup> and 50<sup>th</sup> Wards.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

The following is said proposed substitute ordinance transmitted with foregoing committee report:

*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 C2-2 Motor Vehicle-Related Commercial District symbols and indications as shown on Zoning Map/Grid Index Number 7-1 in the area bounded by:

beginning at a line 259.40 feet northwest of the intersection of North Milwaukee Avenue and West Fullerton Avenue, as measured at the southwest right-of-way line of North Milwaukee Avenue and perpendicular thereto; North Milwaukee Avenue; a line 109.40 feet northwest of the intersection of North Milwaukee Avenue and West Fullerton Avenue, as measured at the southwesterly right-of-way line of North Milwaukee Avenue and perpendicular thereto; a line 121.60 feet west of the intersection of West Fullerton Avenue and North Milwaukee Avenue, as measured at the north right-of-way line of West Fullerton Avenue and perpendicular thereto; West Fullerton Avenue; the easterly right-of-way line of the Chicago Transit Authority Elevated Tracks; and the alley next east of and parallel to North Sacramento Avenue,

to those of a C1-5 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement Floor Plan; Level 01, 02, 03, 04, 05 and 06 Floor Plans;  
Building Elevations; and TSL Plans attached to this ordinance  
printed on pages 13519 through 13531 of this *Journal*.]

Type 1 Narrative Rezoning Plans and Analysis attached to this ordinance reads as follows:

Final for Publication

**17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment - SUBSTITUTE**  
2418-2426 North Milwaukee Avenue, Chicago, Illinois

Proposed Zoning: C1-5 Neighborhood Commercial District

Lot Area: 18,895 square feet (*irregular*)

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 rehabilitation and expansion of the existing five-story (with basement) *orange-rated* warehouse/storage building, at the subject site. The programming for the proposed improvements, which includes the construction of a new six-story lateral addition, calls for the adaptive reuse and reactivation of the site and corresponding structure(s) into a newly rendered *mixed-use* development, that will offer divisible *commercial/retail* spaces (+/- 11,900 square feet) and off-street parking for nine (9) automobiles at grade level, with additional *commercial* space (+/- 5,490 square feet) on the 2<sup>nd</sup> floor and a total of sixty-two (62) *residential* dwelling units on and between the upper (2<sup>nd</sup> through 6<sup>th</sup>) floors, twelve (12) of which such dwelling units will be offered as "affordable" pursuant to the Chicago Affordable Requirements Ordinance ("ARO"). The new proposed improvements will be masonry in construction and will measure approximately 65 feet-1 inch in height, to match and retain physical consistency with the existing five-story building being preserved.

- (A) The Project's Floor Area Ratio: 77,875 square feet (4.12 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 62 total dwelling units; 304 square feet per dwelling unit
- (C) The amount of off-street parking: \*9 automobile spaces; at least 64 bicycle spaces

*The subject property is located on a designated Pedestrian Street, within 2,640 linear feet of the entrance to the California/Milwaukee Blue 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 12,350 square feet of commercial/retail space and a total of sixty-two (62) 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, for a Transit-Served Location ("TSL"), by approximately 85% (in excess of 50%) - from 62 spaces to 9 spaces, to serve the proposed new mixed-use development. [Section 17-10-0102-B; Section 17-13-1003-EE]*

## Final for Publication

- (D) Setbacks:     a. Front Setback: 0 foot-0 inches  
                      b. \*Rear Setback: 0 feet-0 inches

*\*The subject property is irregular in shape, with a varying rear property line. The existing orange-rated five-story building that the Applicant is seeking to rehabilitate and to expand, while also converting into commercial and residential use and occupancy, spans the entire depth of the site – i.e., zero rear setback. The proposed new lateral addition, which will also contain residential units above the ground floor, is designed to generally follow the lines/walls of the existing five-story building being preserved, as further dictated by the varying property lines. In order to permit the proposal and overcome these burdensome existing topographic/situs conditions, the Applicant is seeking an Administrative Adjustment to reduce the minimum rear setback – for floors containing dwelling units, from 30 feet to zero (0 feet). [Section 17-3-0405-A and Section 17-13-1101-B.] The proposed rear setback follows the existing rear setback of the building that is being preserved and expanded, and also matches the predominant rear yard depths of the other existing buildings that comprise the subject block.*

- c. Side Setbacks:  
                              North: 0 feet-0 inches (proposed)  
                              South: 0 feet-0 inches (existing)
- (E) Building Height: 65 feet-1 inch (top of roof – existing + addition); 73 feet-7 inches (addition with rooftop enclosure/penthouse)

Final for Publication

**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 establishment and occupancy of a new *mixed-use* development at the subject property, that qualifies as a *Transit-Served Location* (TSL), which such development will feature over 17,390 square feet of divisible *commercial/retail* space on and between the ground (1<sup>st</sup>) floor and 2<sup>nd</sup> floor and a total of sixty-two (62) *dwelling units* on the upper (2<sup>nd</sup> through 6<sup>th</sup>) floors, with off-street accessory parking for nine (9) automobiles also located at grade level. Such proposed parking accommodations represents just about an 85% *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*. Toward these same ends, the project calls for a large *Bike Storage Room* to be located within the Lower Level (basement) of the proposed *mixed-use* development, which will be for the exclusive use of the residents of the building for their personal bicycles and scooters, and which such room can accommodate the safe storage of at least sixty-two (62) bicycles. Additional bicycle racks are also located on the public way(s) (sidewalk) in front of and surrounding the subject site, which will be maintained and kept free from encumbrance by the Applicant. In addition to such parking accommodations, the development will also have two (2) designated off-street *loading areas* at the “rear” of the building – with direct access off of Fullerton Avenue and the Public Alley, which such areas will facilitate all deliveries, transports, move-ins/move-outs, and ride share drop-off/pick up, so to keep the public ways completely free of encumbrance, especially Milwaukee Avenue along which a new protected bicycle lane is being proposed by the City.

Furthermore, 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 12 of the 36 proposed new dwelling units being designated as *affordable units*. The programming for this particular project calls for ALL twelve (12) 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*.**

Final for Publication

The design for the proposed *mixed-use* development, which includes a six-story lateral addition that will expand and connect to the existing five-story *orange-rated* building and will follow the lines/walls of the same accordingly, calls for the entirety of the Milwaukee Avenue (*street facing*) facade to directly abut the sidewalk (i.e., 0 feet-0 inches *setback*), with the three pedestrian entrances for the corresponding *commercial spaces* NOT exceeding 12 feet of the width of such facade, and – too, NOT exceeding two-stories in height. Similarly, the design for the new development calls for the entirety of the Fullerton Avenue (*street facing*) facade – which represents the west side of this “through lot”, to directly abut the sidewalk (i.e., 0 feet-0 inches *setback*), with the single primary pedestrian entrance for the *residential lobby* (and access to the corresponding dwelling units) and 2<sup>nd</sup> floor *commercial tenant(s)*, NOT exceeding 12 feet of the width of such facade, and – too, NOT exceeding two-stories in height. Toward these same ends, per the design, a minimum of 60% of each such street facing facades will be comprised of *transparent non-reflective windows* and/or *doors*. Lastly, all of the required off-street *parking* and *loading* will be located wholly within the four-corners of the 1<sup>st</sup> Floor of the new proposed building (*garage*) – at the rear (off the Public Alley), so to NOT be visible from Lincoln Avenue or Fullerton Avenue (*pedestrian streets / public ways*), while – too, vehicular access to such parking/loading will be accommodated via the Public Alley, that runs along a portion of the “rear” (west side) of the site, which is the primary means of vehicular access for the other existing improvements with their primary frontage on this abbreviated block of Milwaukee Avenue.

**3. The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.**

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 1,500 linear feet from the entrance to the *California/Milwaukee Blue Line CTA Train Station* and directly on one of the City’s most exploited *CTA Bus Routes* (Milwaukee Avenue), which also features a fully designated and functioning “protected bicycle lane” that was installed by and through the Chicago Department of Transportation (CDOT). The proposed mixed-use development will also be activating over 150 feet of significant, presently and perpetually dormant, street frontage along Milwaukee Avenue (and an additional almost 120 feet of disrupted frontage along Fullerton 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 vital *Six-Corners Retail Corridor* - with the potential for at least three new locally-owned *businesses* that will be intended to service the *residents* of the immediate community and patrons of the same. Along these same lines, the new proposed improvements are situated in the heart of the neighborhood’s most robust *retail* and *hospitality* corridor, which extends for at least five blocks to the north and south, 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).

Final for Publication

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 sixty-two (62) *dwelling units* and off-street accessory parking for nine (9) vehicles, which represents just about a 15% *Automobile-to-Unit Parking Ratio*, as mandated and encouraged by the current *Zoning Ordinance* [Sections 17-3-0308 and 17-10-0102-B(1)].

5. **The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.**

In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, while still balancing the express interests and demands of the existing residents of the community, the proposed new development will provide one (1) designated off-street *parking* space for every seven (7) *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 included ten (10) *efficiency units* and twelve (12) 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 Lower Level (basement) of the building that can accommodate secure interior parking for at least sixty-two (62) 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.

*\*Pursuant to the recently ratified City of Chicago – Travel Demand Study & Management Plan (TDM), the Applicant will submit the corresponding Site Plan and Project Narrative to the Chicago Department of Transportation (CDOT) Plan Review Committee for a (Tier 1) determination as to any additional requirements that may be deemed necessary to ensure compliance with all such standards and guidelines.*

Final for Publication

ARCHITECT  
1000 N. LA SALLE ST. SUITE 1000  
CHICAGO, IL 60610

**The Hollander**

2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

LANDSCAPE

GW PROPERTIES  
215 NORTH LA SALLE STREET, SUITE 304  
CHICAGO, IL 60610  
P (773) 382-0448

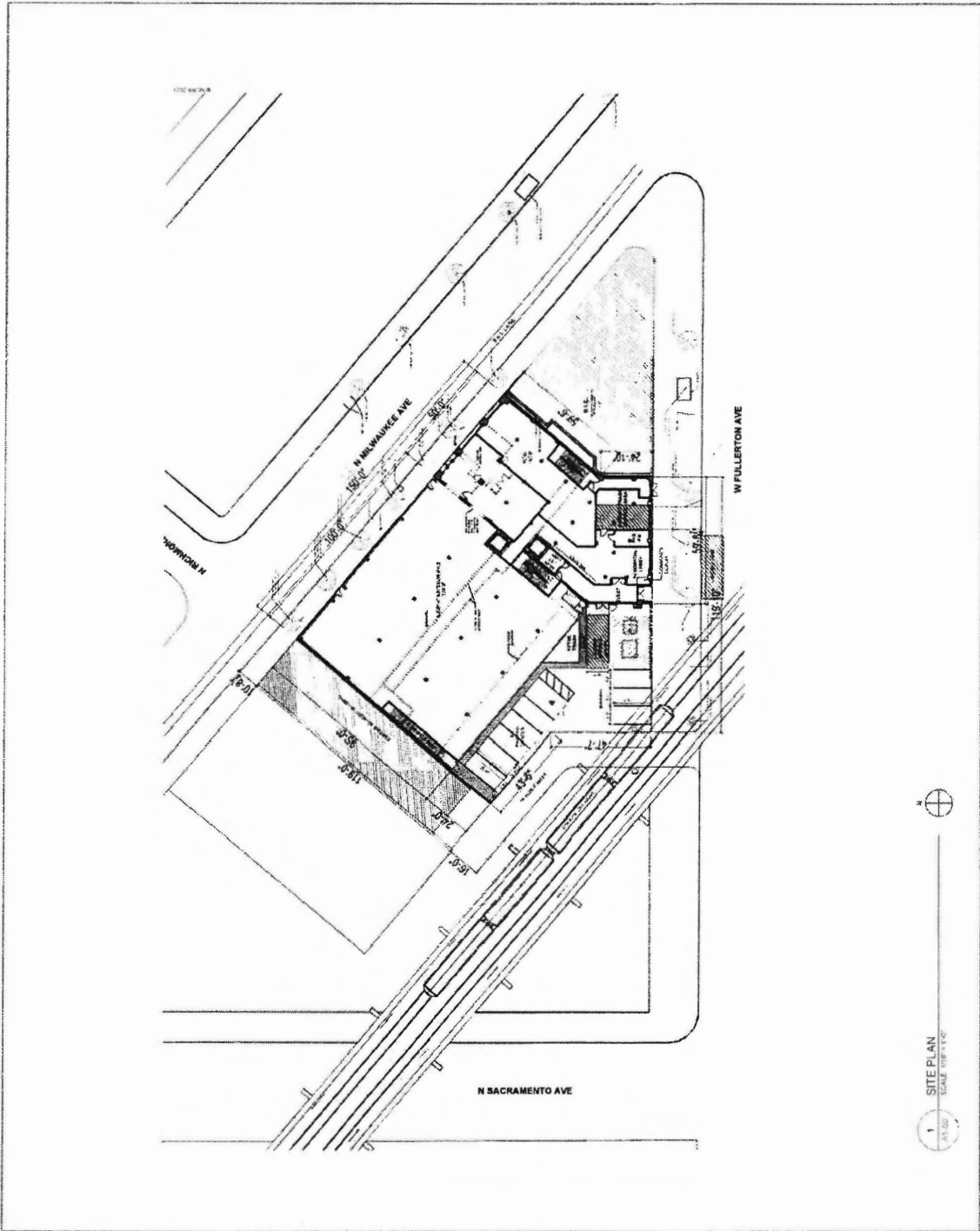
**NORR**

225 North LaSalle Street, Suite 500  
Chicago, IL 60610  
P 312.524.4444

SITE LOCATION  
DATE: 6/12/2024  
DRAWN BY: [Name]  
CHECKED BY: [Name]

**SITE PLAN**

PROJ. NO. 24-001  
**A1-00**



1 SITE PLAN  
SCALE: 1/8" = 1'-0"

Final for Publication

NO. 100-11-00000  
NO. 100-11-00000

**The Hollander**

2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

DATE: 04/11/24

BY: PROJECT ARCHITECT  
CHICAGO, ILLINOIS  
P (773) 330-6444

NO. 100-11-00000

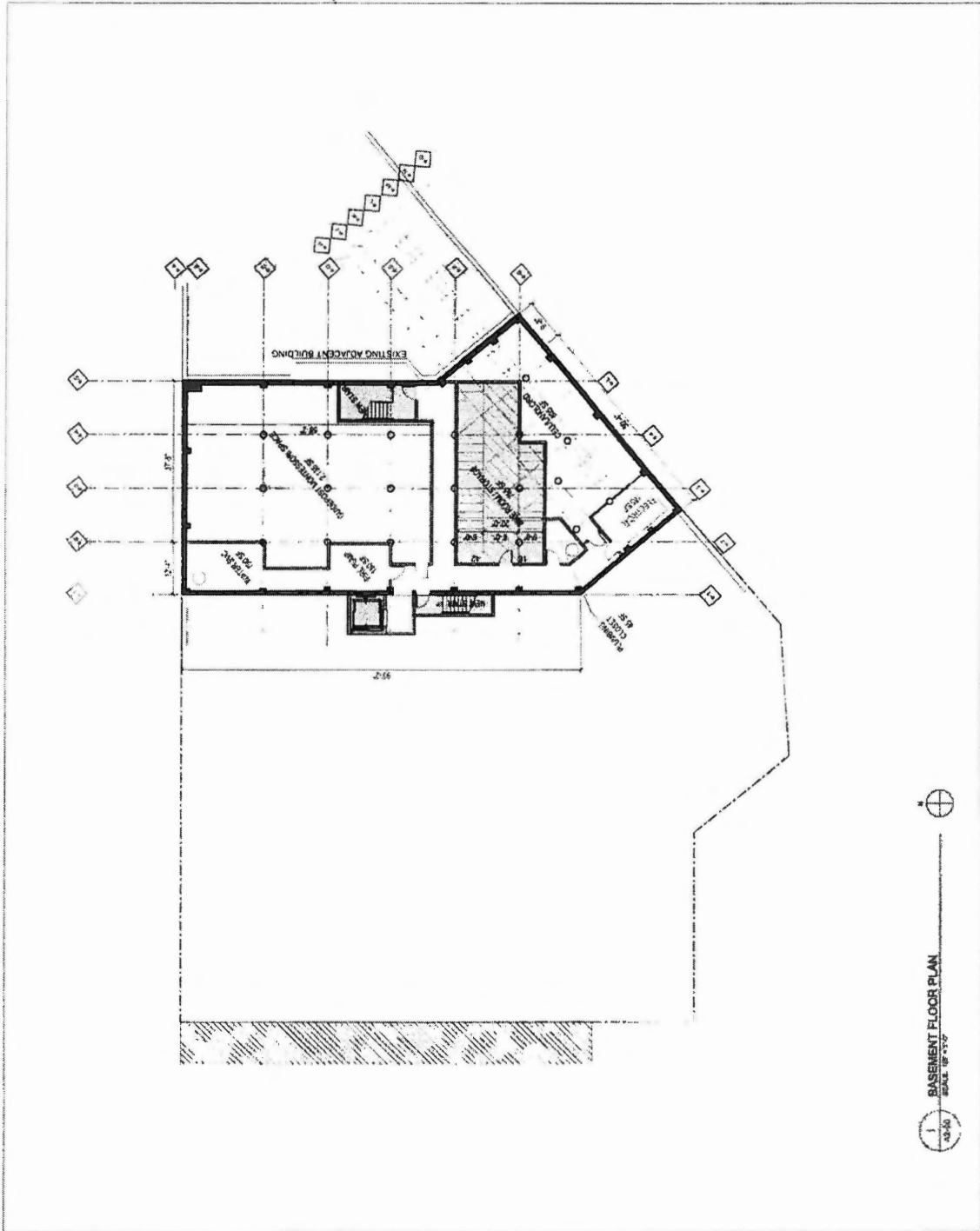
**NORR**

275 North LaSalle Street, Suite 600  
Chicago, IL 60610  
P (312) 467-1000

SHEET NO. 100-11-00000  
NO. 100-11-00000  
PROJECT NO. 100-11-00000

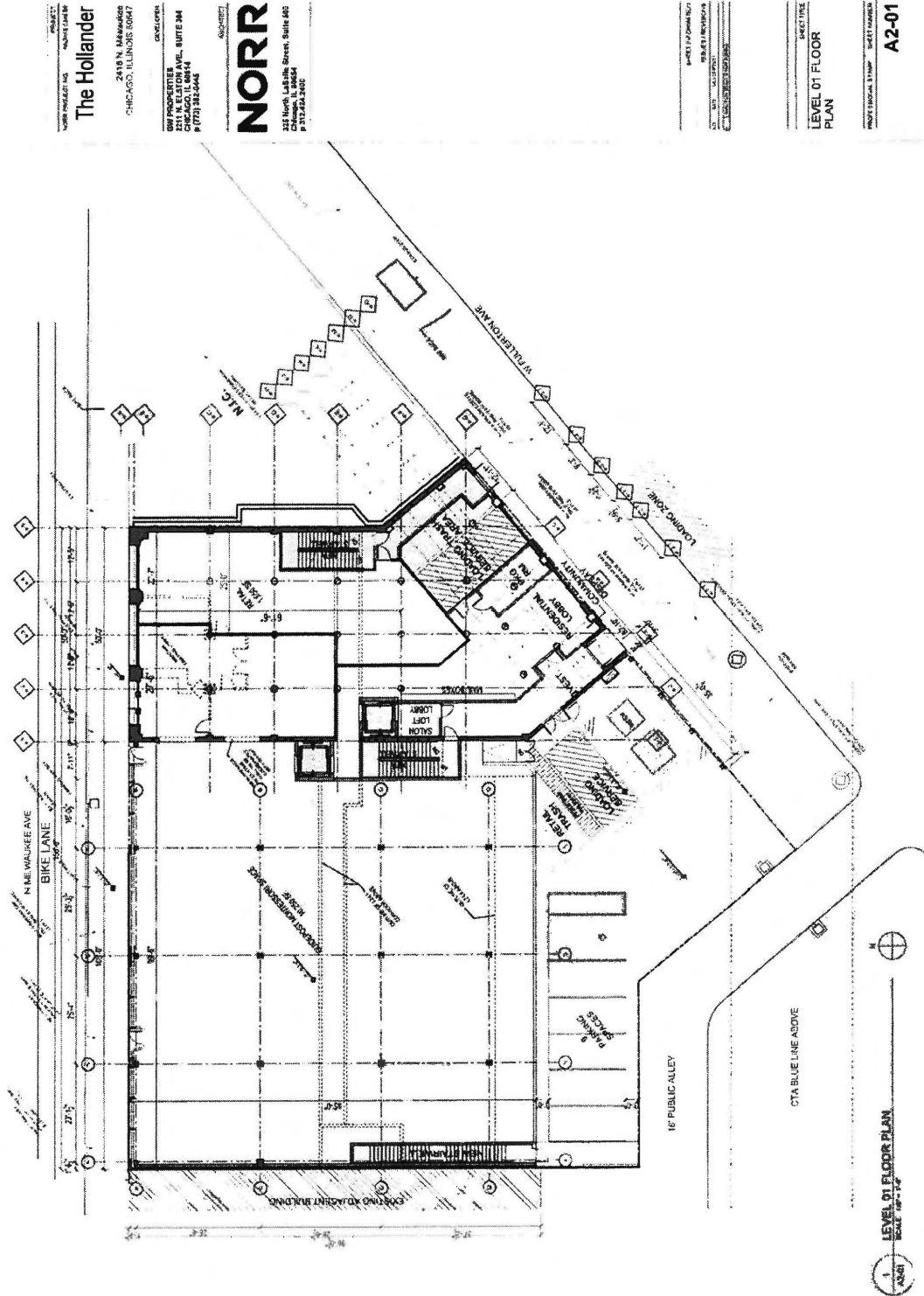
NO. 100-11-00000  
NO. 100-11-00000  
**BASEMENT FLOOR PLAN**

NO. 100-11-00000  
NO. 100-11-00000  
**A2-00**



1  
100-11-00000  
**BASEMENT FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

Final for Publication



PROJECT: **The Hollander**  
 2419 N. Milwaukee  
 CHICAGO, ILLINOIS 60647

OWNER: **NORR**  
 221 N. ELSTON AVE., SUITE 204  
 CHICAGO, IL 60614  
 P (773) 383-3444

ARCHITECT: **NORR**  
 221 N. ELSTON AVE., SUITE 204  
 CHICAGO, IL 60614  
 P (773) 383-3444

SHEET 1 OF 10  
 DATE: 06/12/2024  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SHEET TITLE  
**LEVEL 01 FLOOR PLAN**

PROFESSIONAL SEAL  
**A2-01**

Final for Publication

PROJECT  
NO. 2023-0010  
**The Hollander**

2418 N. Milwaukee  
CHICAGO ILLINOIS 60647

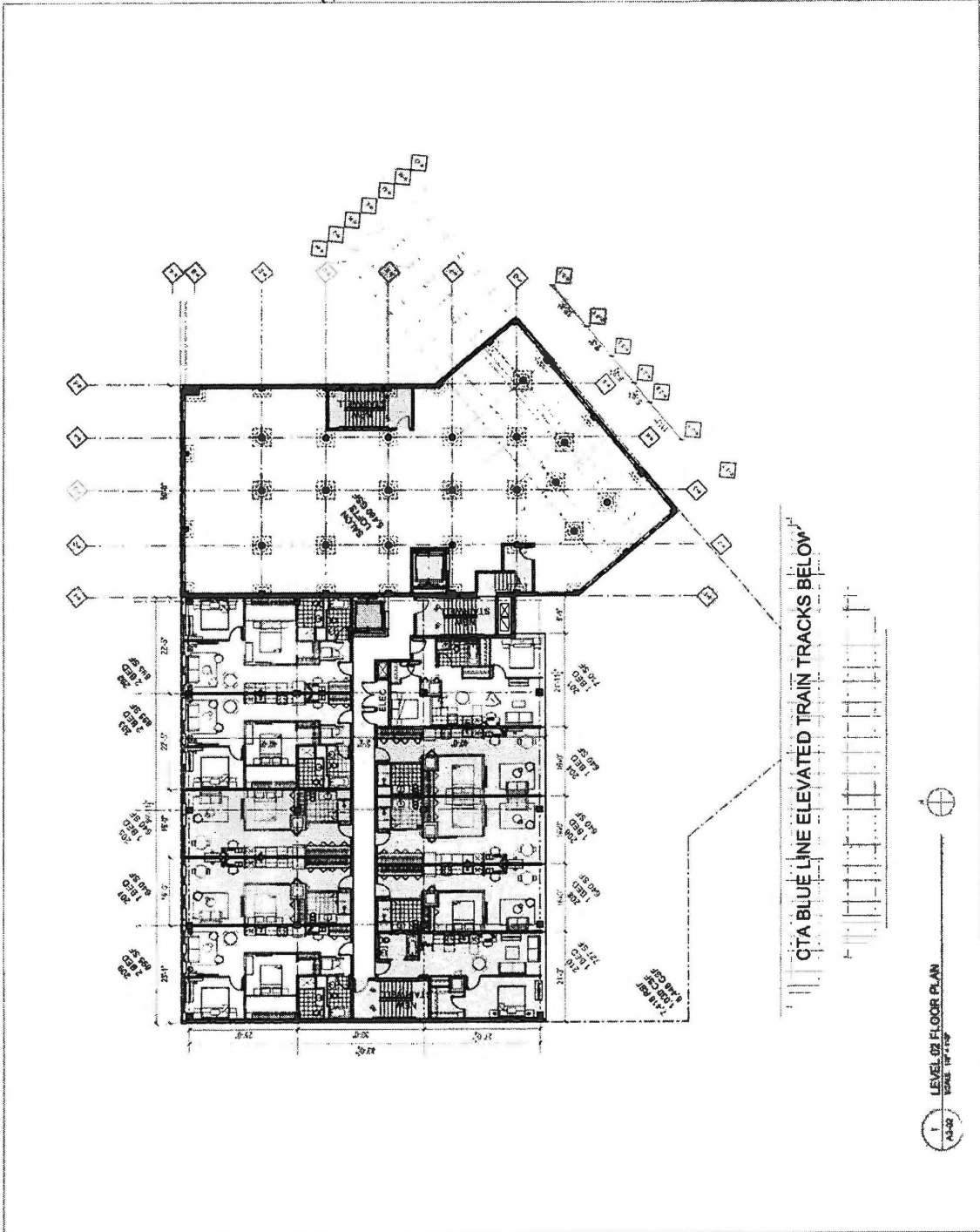
OWNER  
2011 N. ELSTON AVE, SUITE 304  
CHICAGO, IL 60614  
P (773) 383-0443

**NORR**  
222 North LaSalle Street, Suite 800  
P 312.254.2100

DESIGNER  
2011 N. ELSTON AVE, SUITE 304  
CHICAGO, IL 60614  
P (773) 383-0443

PROJECT  
**LEVEL 02 FLOOR  
PLAN**

ARCHITECT: URM P SHEET NUMBER:  
**A2-02**



LEVEL OF FLOOR PLAN  
SCALE: 1/8" = 1'-0"

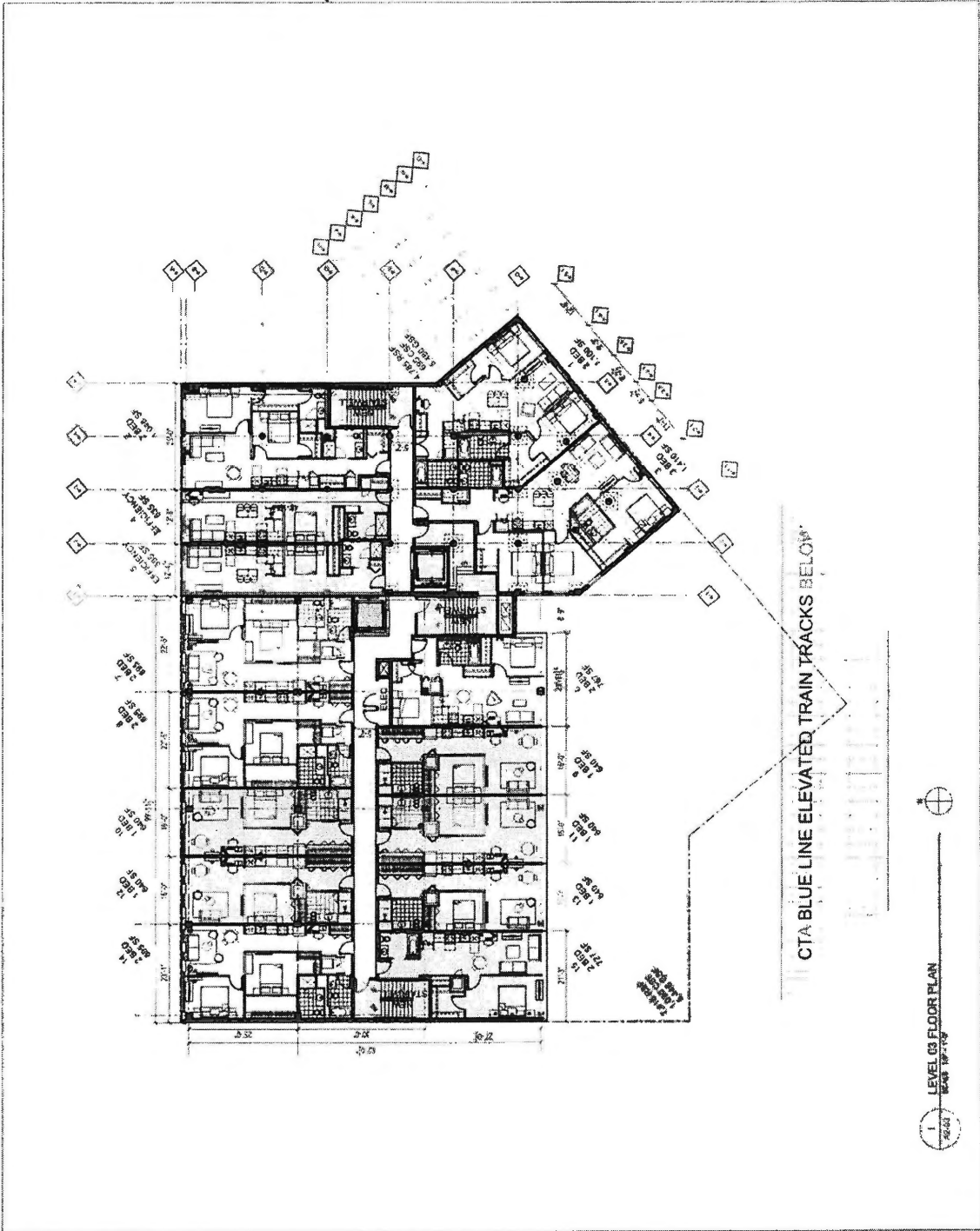
Final for Publication

783.8212  
 ARCHITECTURE  
**The Hollander**  
 2418 N. Milwaukee  
 CHICAGO, ILLINOIS 60647  
 DEVELOPER  
 3311 N. ELSTON AVE., SUITE 304  
 CHICAGO, IL 60614  
 P (773) 395-0446  
 842.210.22  
**NORR**  
 228 North LaSalle Street, Suite 400  
 Chicago, Illinois 60610  
 P 312.524.2000

PROJECT NO. 19-017  
 SHEET NO. 19-017-03  
 DATE 05/20/2024  
 DRAWN BY: J. J. J.

LEVEL 03 FLOOR  
 PLAN

SHEET NUMBER  
**A2-03**



Final for Publication

PROJECT:  
NORR PROJECT

**The Hollander**

2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

OWNER:  
NORR PROJECTS

2711 N. ELSTON AVE., SUITE 304  
CHICAGO, IL 60647  
P: 773.424.2400

ARCHITECT:

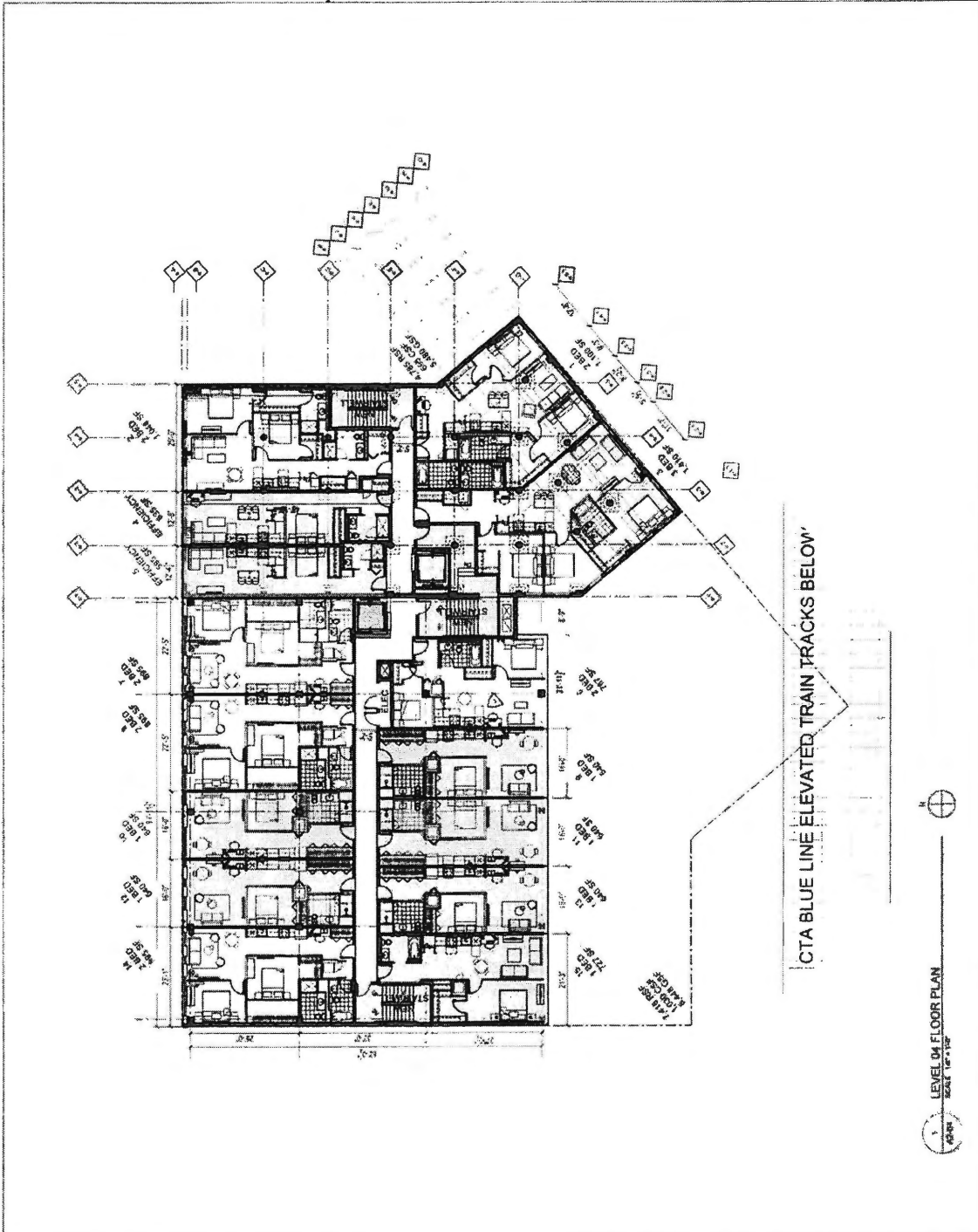
**NORR**

325 North LaSalle Street, Suite 500  
CHICAGO, IL 60610  
P: 312.424.2400

DATE: 11/15/2023  
SCALE: AS SHOWN  
DRAWN BY: JACOB  
CHECKED BY: JACOB

LEVEL 04 FLOOR  
PLAN

PROJECT NUMBER: 2418N MILWAUKEE  
SHEET TITLE: LEVEL 04 FLOOR PLAN  
A2-04



LEVEL 04 FLOOR PLAN  
SCALE: 1/8" = 1'-0"

Final for Publication

**The Hollander**  
ARCHITECTS  
1000 N. LAKE ST.  
CHICAGO, IL 60610

2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

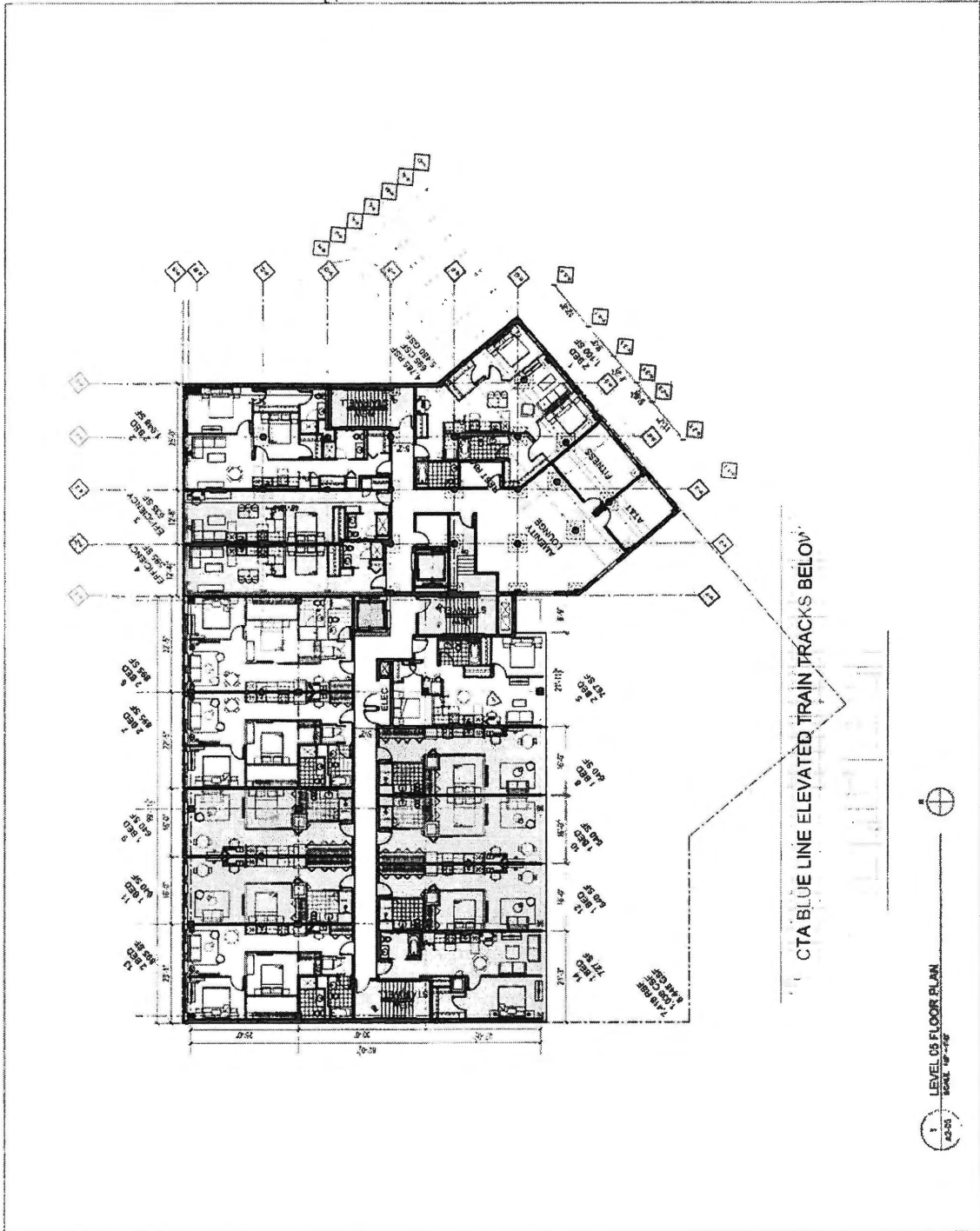
ARCHITECTS  
2311 N. ELSTON AVE., SUITE 204  
CHICAGO, IL 60614  
P (773) 382-0444

**NORR**  
25 North LaSalle Street, Suite 800  
Chicago, IL 60602  
P 312.324.2100

PROJECT INFORMATION  
PROJECT NAME  
PROJECT NUMBER  
DATE

LEVEL 05 FLOOR  
PLAN

PROFESSIONAL STAMP - ARCHITECT NUMBER  
**A2-05**



Final for Publication

PROJECT NO. 2024-0001

**The Hollander**

2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

OWNER  
CHICAGO METROPOLITAN  
TRANSIT AUTHORITY

CONTRACT NO. 2024-0001  
2311 N. ELSTON AVE. SUITE 204  
CHICAGO, ILLINOIS 60614  
917.743.0000

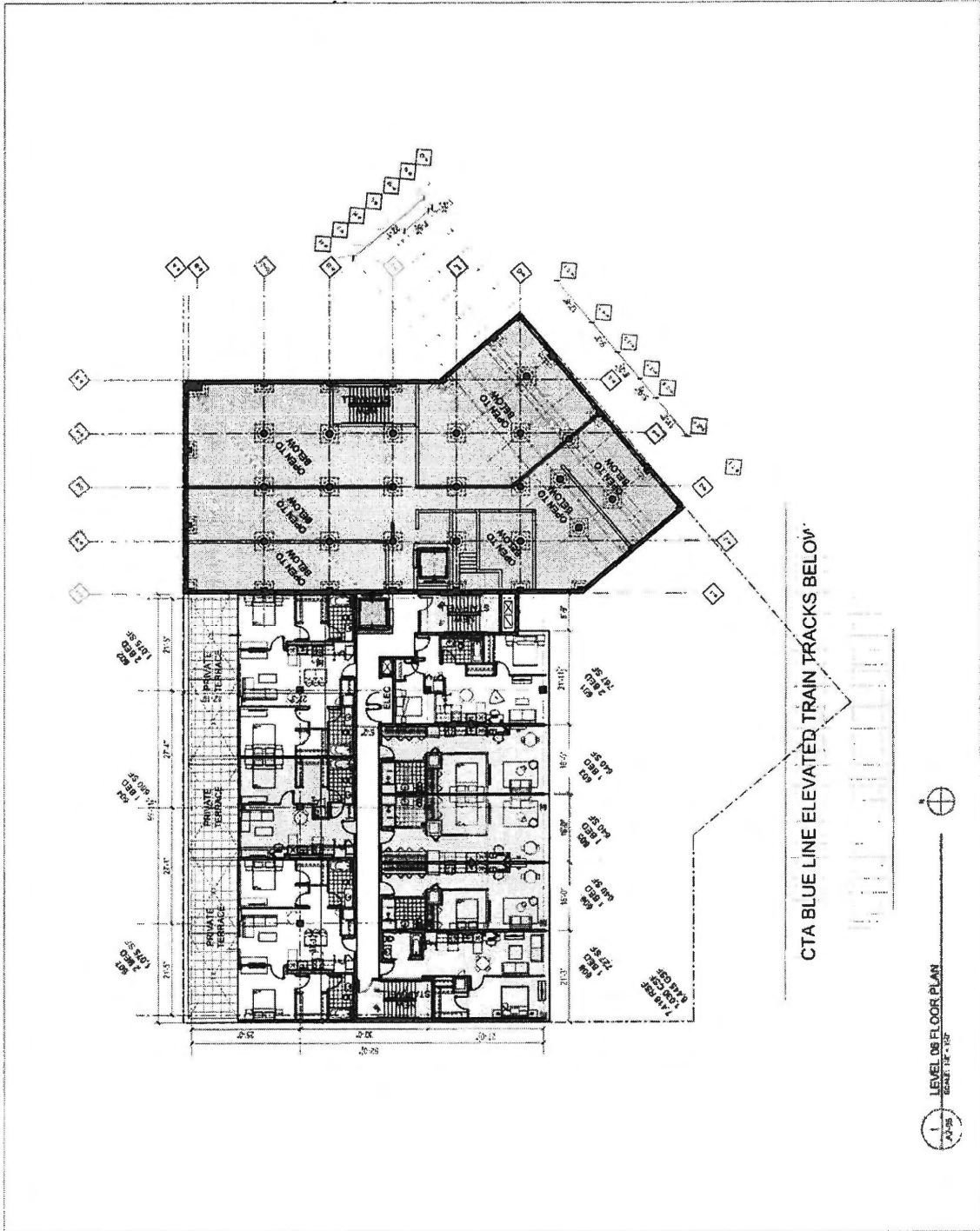
ARCHITECT  
**NORR**

115 North LaSalle Street, Suite 800  
CHICAGO, ILLINOIS 60602  
312.424.2400

DATE: 06/12/2024  
PROJECT: THE HOLLANDER  
SHEET: 06-FLOOR PLAN

SHEET TITLE  
**LEVEL 06 FLOOR  
PLAN**

PROJECT LOCATION: 2418 N. MILWAUKEE  
**A2-06**



CTA BLUE LINE ELEVATED TRAIN TRACKS BELOW



1  
2024  
LEVEL 06 FLOOR PLAN  
SCALE: 1/8" = 1'-0"

Final for Publication

PROJECT:  
 NORTH ELEVATION  
**The Hollander**  
 2418 N Milwaukee  
 CHICAGO, ILLINOIS 60647

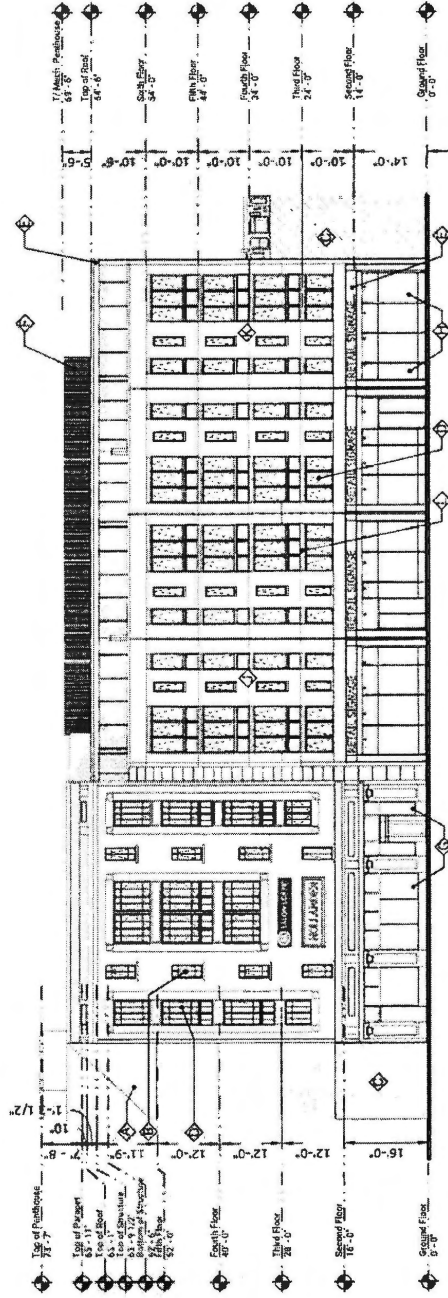
OWNER:  
 NORR  
 218 North LaSalle Street, Suite 800  
 CHICAGO, IL 60614  
 P (773) 384-4000

ARCHITECT:  
**NORR**  
 218 North LaSalle Street, Suite 800  
 CHICAGO, IL 60614  
 P (773) 384-4000

DATE OF DRAWING:  
 06/12/2024  
 DRAWING NO.:  
 2418-N-MILWAUKEE-01  
 PROJECT NO.:  
 2418-N-MILWAUKEE

PROJECT TITLE:  
**NORTH ELEVATION  
 (MILWAUKEE AVE)**

PROJECT NUMBER:  
**A3-01**



- Keynote Legend**
- A - Existing Hollander Building
  - B - New Window Wall System to Replace Existing
  - C - Not in Scope - Neighboring Building
  - D - New Window Wall System
  - E - Metal Panel
  - F - Corrugated Metal Panel
  - G - New Storefront System
  - H - New Storefront System to Match Existing
  - I - Grey Brick
  - J - Red Brick
  - K - Metal Divider Beam

1 NORTH ELEVATION (MILWAUKEE AVE)  
 SCALE: 3/8" = 1'-0"

Final for Publication



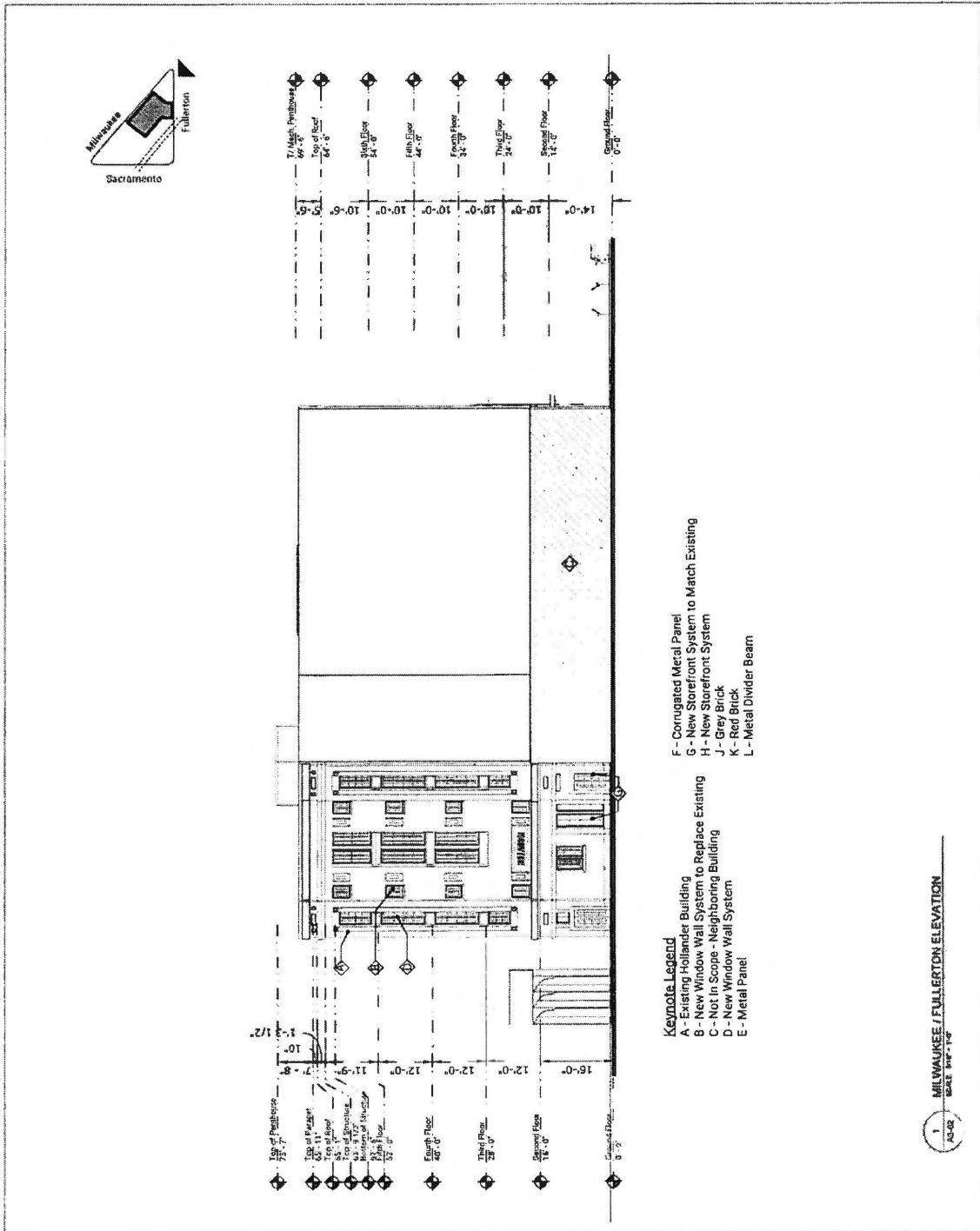
**The Hollander**  
 2418 N. Milwaukee  
 CHICAGO, ILLINOIS 60647

**NOV PROJECTS LLC**  
 2311 N. ELSTON AVE., SUITE 304  
 CHICAGO, IL 60614  
 P 773.484.4444

**NORR**  
 328 North LaSalle Street, Suite 808  
 CHICAGO, IL 60610  
 P 312.241.1400

**ARCHITECT**  
 2418 N. MILWAUKEE  
 CHICAGO, IL 60614  
 P 773.484.4444

**MILWAUKEE / FULLERTON ELEVATION**  
 SHEET NUMBER  
**A3-02**



1 MILWAUKEE / FULLERTON ELEVATION  
 SCALE: 1/8" = 1'-0"

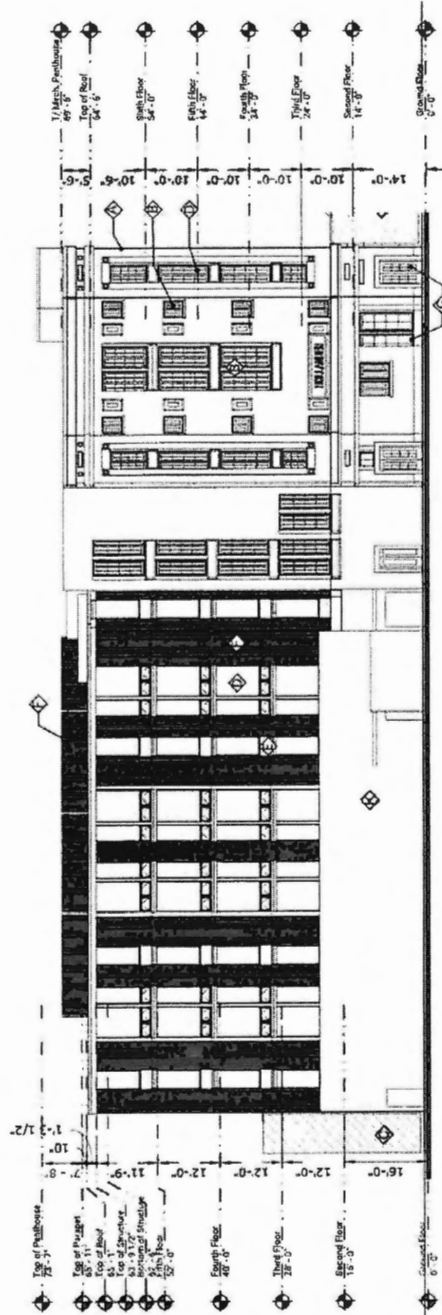
Final for Publication



**The Hollander**  
2418 N. Milwaukee  
CHICAGO, ILLINOIS 60647

**NORR**  
222 North LaSalle Street, Suite 800  
CHICAGO, ILLINOIS 60610  
P 312.424.2100

**NORR**  
222 North LaSalle Street, Suite 800  
CHICAGO, ILLINOIS 60610  
P 312.424.2100



- Keynote Legend**
- A - Existing Hollander Building
  - B - New Window Wall System to Replace Existing
  - C - Not In Scope - Neighboring Building
  - D - New Window Wall System
  - E - Metal Panel
  - F - Corrugated Metal Panel
  - G - New Storefront System to Match Existing
  - H - New Storefront System
  - J - Grey Brick
  - K - Red Brick
  - L - Metal Divider Beam

1 ALLEY / REAR ELEVATION  
SCALE: 1/8" = 1'-0"

**A3-03**

Final for Publication



PROJECT NO.  
MILWAUKEE / SACRAMENTO ELEVATION

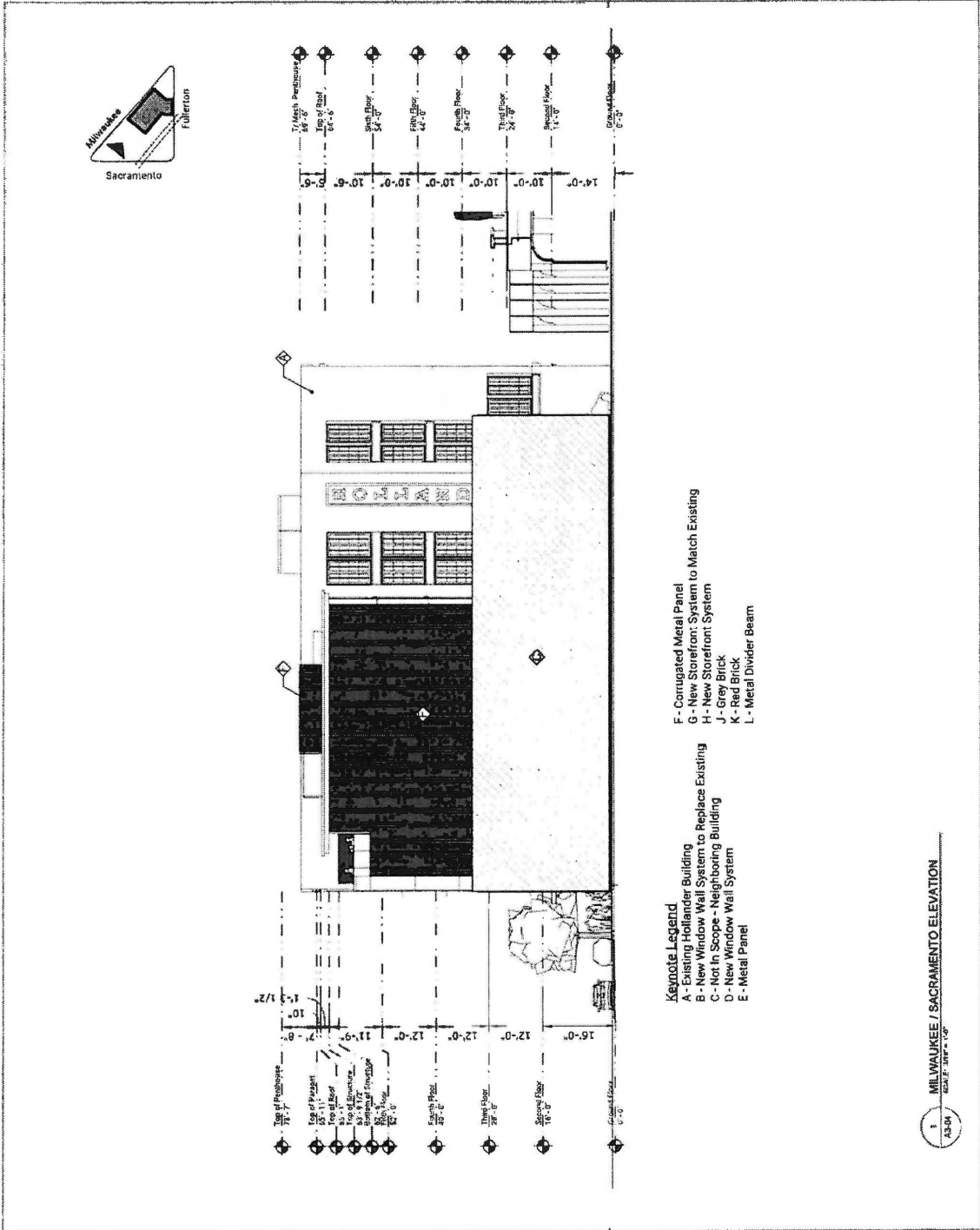
**The Hollander**  
2418 N Milwaukee  
CHICAGO, ILLINOIS 60647

DATE: 05/20/24  
DRAWN BY: J. B. [unreadable]  
CHECKED BY: J. B. [unreadable]  
PROJECT NO.: 2418 N MILWAUKEE, SUITE 304  
P.O. BOX 10000

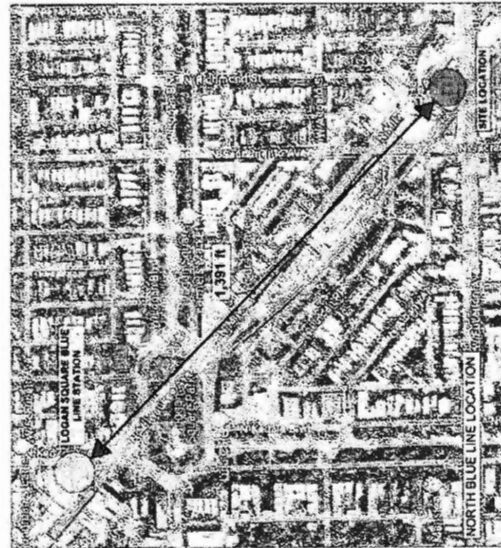
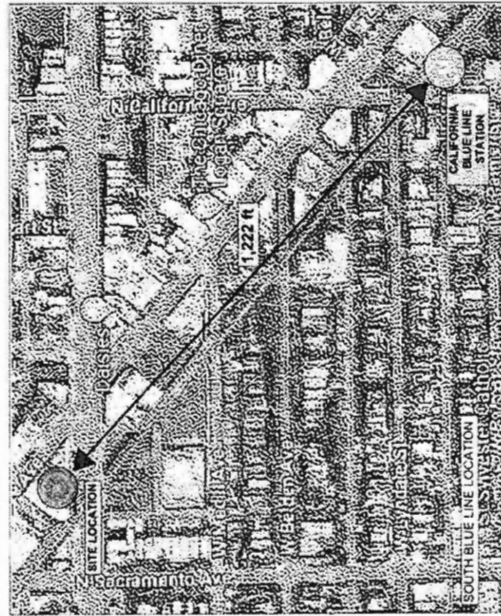
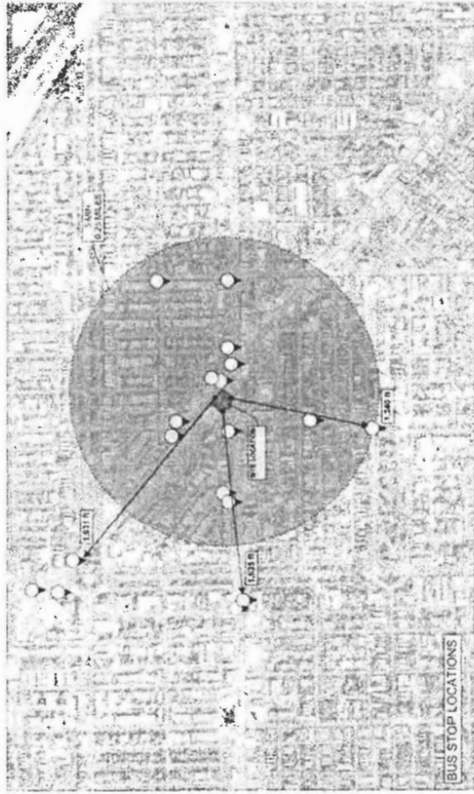
ARCHITECT  
**NORR**  
332 North LaSalle Street, Suite 800  
CHICAGO, IL 60610  
P 312.467.3400

DATE: 05/20/24  
DRAWN BY: J. B. [unreadable]  
CHECKED BY: J. B. [unreadable]  
PROJECT NO.: 2418 N MILWAUKEE, SUITE 304  
P.O. BOX 10000

SHEET NO. 1  
**MILWAUKEE / SACRAMENTO ELEVATION**  
PROFESSIONAL SEAL  
A3-04



Final for Publication



PROJECT NO. 2017-001

**The Hollander**

2416 N. Milwaukee  
CHICAGO, ILLINOIS 60647

2017-001-001  
2017-001-001  
2017-001-001  
CHICAGO, ILLINOIS 60647  
P 312.467.0000

**NORR**

228 North LaSalle Street, Suite 600  
Chicago, IL 60610  
P 312.467.3000

SHEET NO. 001  
SHEET TOTALS  
PROJECT NO. 2017-001

TSL PLANS

PROJECT NO. 2017-001

**G0-04**



TSL PLANS



**AGREED CALENDAR.**

---

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 48.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the alderpersons named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**ALDERPERSON HOPKINS (2<sup>nd</sup> Ward):**

**TRIBUTE TO LATE DENNIS DOWNES.**

[R2024-0009752]

WHEREAS, The City of Chicago mourns the loss of our cherished community member, Dennis Downes, who passed away on February 25, 2024 at his home in Antioch at the age of 72; and

WHEREAS, The City of Chicago has been notified of Dennis' passing by the Honorable Alderperson Brian Hopkins of the 2<sup>nd</sup> Ward; and

WHEREAS, Born on May 16, 1951 in Chicago to parents Mary Berriochoa and Mathew Downes, Dennis' passion for art and history took root in his formative years in Northbrook and visiting his mother's people at a young age, the Basque Berriochoa Clan living in Idaho and the Montana Rocky Mountains; and

WHEREAS, Dennis' research on Native American trail marker trees culminated in the publication of his incredible book, *Native American Trail Marker Trees: Marking Paths Through the Wilderness*, and numerous pieces of his masterful artwork inspired by natural and ancient sites, and his profound contributions to the preservation of Native American history have been nationally and tribally recognized; and

WHEREAS, As an award-winning artist, author, sculptor and explorer with entries in over 150 public and private shows, several of Dennis' sculptures and paintings are on permanent display across the country, including the "Captain George Wellington Street" statute near Navy Pier and at the Art Institute of Chicago where three of his pieces were on display at the "Fiber in Art Museums" exhibit in 1999; and

WHEREAS, Dennis was also a leader in organizations such as the Great Lakes Trail Marker Tree Society and was dedicated to sharing his knowledge and passion with others through lectures, presentations and community outreach efforts; and

WHEREAS, Dennis' commitment to preserving Native American culture was exemplified by his involvement in the installation of a six-foot-tall bronze sculpture of a trail marker tree in Antioch's downtown area, as well as his contributions to The Grove in Glenview, where his 16-foot-tall steel-and-resin sculpture of a trail marker tree remains on permanent display; and

WHEREAS, As a symbol of their gratitude for Dennis' contributions to preserving their cultural heritage, an Ojibwe elder bestowed upon him the name "Mayaagaabaw", meaning "he stands foremost among others" as he was foremost in preserving this history and passing it on to the next generations to keep alive; and

WHEREAS, As Dennis would say, "Don't be afraid of doing something, be afraid of never doing anything"; and

WHEREAS, Dennis leaves to cherish their memories of him: his wife, Gail Spreen-Downes; sister, Maryann, and brothers, Louis, Harrold and Patrick; cousins; nieces; nephews; and great-nieces and great-nephews; now, therefore,

*Be It Resolved*, That the City of Chicago honors the memory of Dennis Downes 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 Dennis Downes as a token of our community's gratitude for his extraordinary life.

---

**DECLARATION OF MAY 5 AS "BENJAMIN MARSHALL DAY" IN CHICAGO.**

[R2024-0010057]

WHEREAS, The City of Chicago commemorates the sesquicentennial anniversary of the birth of renowned Chicago architect, Benjamin Marshall; and

WHEREAS, The City of Chicago has been notified of this momentous occasion by the Honorable Alderperson Brian Hopkins of the 2<sup>nd</sup> Ward; and

WHEREAS, Benjamin Marshall, a native Chicagoan, was inspired by the World's Columbian Exposition held in Chicago in 1893; and

WHEREAS, Despite having no formal education in the architectural field, Marshall apprenticed himself in the Chicago architectural firm, Marble & Wilson, and soon became a partner in his own firm, Wilson & Marshall, in 1895; and

WHEREAS, Benjamin Marshall hired Charles Fox, thus establishing the firm of Marshall & Fox in 1905, responsible for the dramatic development of the Chicago skyline, designing such landmarks including the Drake Hotel, the Blackstone Hotel, the South Shore Country Club, the Edgewater Beach Hotel and Apartments and notable addresses such as 1550 North State Parkway; and

WHEREAS, Benjamin Marshall has played a defining role in the history and culture of Chicago's vibrant past in addition to his architectural contributions; and

WHEREAS, Benjamin Marshall left a legacy of hotels, theaters, residences and iconic structures across the country; and

WHEREAS, Benjamin Marshall inspired the creation of the Benjamin Marshall Society, and from May 2024 to May 2025, it will join the city in commemorating the sesquicentennial of his birth; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 12<sup>th</sup> day of June 2024, honor the memory and life of Benjamin H. Marshall and hereby declare that henceforth, May 5 shall be known as "Benjamin Marshall Day" in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Benjamin Marshall Society as a sign of our honor and respect.

---

*Presented By*

**ALDERPERSON DOWELL (3<sup>rd</sup> Ward):**

**CONGRATULATIONS EXTENDED TO SALLY MAE HOGAN ON 100<sup>TH</sup> BIRTHDAY.**  
[R2024-0009673]

WHEREAS, Sally Mae Hogan was born on May 31, 1924 in Cincinnati, Ohio to Mary and George Wynn; and

WHEREAS, Sally, her sister, Helen R. Emory-Campbell, brother, Ralph E. Wynn, and her parents moved to Chicago in 1943; and

WHEREAS, Sally raised a loving family in Chicago, giving birth to Mary McNair, Francine McNair, Gregory McNair, Selbie McNair, Portia Alexander and Michael McNair; and

WHEREAS, Mrs. Hogan worked to help those in need for the Department of Public Aid, from which she retired 30 years ago after many years of dedicated service; and

WHEREAS, For the past 52 years, Sally has been a faithful congregant of Ebenezer Baptist Church in Bronzeville; and

WHEREAS, True to her background working in the Department of Public Aid, Mrs. Hogan is well known in the community for her caring and compassion; and

WHEREAS, May 31, 2024 marks 100 blessed years on this earth and counting for Mrs. Sally Mae Hogan; 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 12<sup>th</sup> day of June 2024 A.D., do hereby congratulate Mrs. Sally Mae Hogan on her 100<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Sally Mae Hogan.

---

*Presented By*

**ALDERPERSON ROBINSON (4<sup>th</sup> Ward),  
ALDERPERSON HOPKINS (2<sup>nd</sup> Ward),  
ALDERPERSON YANCY (5<sup>th</sup> Ward)  
And OTHERS:**

**TRIBUTE TO LATE MARIAN ROBINSON.**

[R2024-0009979]

A resolution presented by Alderpersons Robinson, Hopkins, Yancy, Mitchell, Harris,

Gutiérrez, Sigcho-Lopez, Cruz, Ramirez-Rosa, Villegas, Nugent, Vasquez, Lawson, Gardiner, Manaa-Hoppenworth and Hadden reading as follows:

WHEREAS, Marian Lois Shields Robinson, born in Chicago on July 29, 1937 to parents Rebecca Jumper and Purnell Nathaniel Shields, passed away on May 31, 2024. Marian was born the fourth of seven siblings here in Chicago. Marian attended two years of teaching college before beginning her career as a secretary. In her work, she was a secretary at the mail-order retailer, Spiegel, a bank, and here on the South Side at the University of Chicago; and

WHEREAS, Marian married fellow Chicagoan, Fraser Robinson III, on October 27, 1960. Together they had two children: Craig and Michelle. Marian became a stay-at-home mother, stressed the importance of education to her children and advocated for them strongly. Both of her children ended up earning degrees from an Ivy League school; and

WHEREAS, Later in Life, Marian became a rock for her daughter and granddaughters during their time in Washington, D.C. In 2009, Marian's son-in-law, Barack Obama, was elected the 44<sup>th</sup> president of the United States. During his campaign and their eight years in the White House, Marian stepped up as a caretaker for her two granddaughters, Sasha and Malia Obama; and

WHEREAS, A South Sider through and through, Marian raised her kids in the South Shore neighborhood. She continued to live there until she followed the Obamas to the White House to help provide her granddaughters with a sense of normalcy during their father's presidency. After the Obamas left office, Marian returned to Chicago where she lived out her remaining years; and

WHEREAS, That South Shore home has become somewhat of a monument in the South Side of Chicago -- a memorial to the legacy of her daughter, her son-in-law and their beginnings here. Michelle could not speak more highly of her, crediting her with much of the success and stability in her life. Marian sent her children to our Chicago Public Schools and took them to Chicago Public Libraries from a very early age; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Alderperson of the 4<sup>th</sup> Ward, Lamont J. Robinson; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor Marian Robinson and celebrate her life, thank her for her service and express our appreciation for her contributions to the community; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Marian Robinson's family.

*Presented By*

**ALDERPERSON ROBINSON (4<sup>th</sup> Ward),  
ALDERPERSON RODRÍGUEZ (22<sup>nd</sup> Ward),  
ALDERPERSON CRUZ (30<sup>th</sup> Ward) And  
And OTHERS:**

**TRIBUTE TO LATE RICKYE DENISE JONES.**

[R2024-0009829]

A resolution presented by Alderpersons Robinson, Rodríguez, Cruz, Villegas, Vasquez, Lawson, Gardiner, Manaa-Hoppenworth and Hadden reading as follows:

WHEREAS, Rickye (Rikki) Denise Jones, born in Chicago on August 12, 1950 to parents, Mercedes Jones and Willis Jones, transitioned peacefully on April 21, 2024. Rikki was baptized at Holy Immanuel Episcopal Church, attended St. Martin Catholic School and graduated from St. Thomas the Apostle High School in Hyde Park. Rikki pursued higher education at Illinois Benedictine College and spent a semester at sea through Chapman College; and

WHEREAS, Rikki became interested in politics at 17 and later started a career in teaching. Rikki taught at the City Colleges of Chicago and the Chicago Public School system. She continued to be a staunch supporter of political activism; she advocated for three principals who walked out due to lack of due process; and

WHEREAS, Valuing an equitable educational environment, Rikki was involved in different organizations, committed to improving the socio-economic conditions of the Black community, such as the Southern Christian Leadership Conference's "Breadbasket" program through the Rainbow Push Coalition, and the Black Panther Party's Breakfast Program; and

WHEREAS, Rikki had a 34-year leadership career with Cook County Democratic Women, in which she spearheaded democratic campaigns and contributed to launching the careers of political leaders, such as Bill Clinton, Barack Obama and Vice President Kamala Harris; and

WHEREAS, In 2008 during Barack Obama's presidential run, Rikki ran a campaign office out of Chicago and was credited for his win in Indiana. In 2024, Rikki was chosen as a delegate for the Democratic National Convention supporting President Biden and Vice President Harris; and

WHEREAS, Rikki was a dedicated Pleasant Gift Missionary Baptist Church member; in her adult life, she was baptized at Maryland Avenue Missionary Baptist Church and served

as a youth director for many years. At Pleasant Gift, she also served on the trustee and nursing boards, worked in the youth group and was a dedicated Sunday school teacher; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Alderperson of the 4<sup>th</sup> Ward, Lamont J. Robinson; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor Rickye (Rikki) Denise Jones and celebrate her life, thank her for her service and express our appreciation for her contributions to the community; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Rickye (Rikki) Denise Jones' family.

---

*Presented By*

**ALDERPERSON HALL (6<sup>th</sup> Ward):**

**TRIBUTE TO LATE PAUL STEVEN GREGOIRE.**

[R2024-0009789]

WHEREAS, On Tuesday, May 21, 2024, God, in His infinite wisdom, granted eternal peace to Paul Steven Gregoire, an outstanding public servant, loving father and a pillar of his community; and

WHEREAS, Paul Steven Gregoire started his life's journey in this city on March 14, 1960 as the fourth eldest of five children born to the union of Edward and Dolores Gregoire. He was preceded in death by his loving parents; his brothers, Rene' and Edward "Greg", Jr.; as well as his sister, Aleda; and

WHEREAS, Paul grew up in the Chatham community, where he developed strong familial bonds with his siblings, cousins and close friends, earning the nickname "Bear" from his brother Rene'. He attended Catholic institutions for his elementary education and graduated from Kenwood Academy High School in 1978. Later, he obtained bachelor's and master's degrees in law enforcement administration from Calumet College of St. Joseph; and

WHEREAS, Paul served the citizens of Chicago with honor and dedication as a member of the Chicago Police Department, beginning as a patrolman in 1986, rising to detective in 1996 and then to sergeant in 2004, earning numerous departmental awards and commendations throughout his 30 years of service; and

WHEREAS, Paul met and married Jayvonne McGee in the summer of 1991, and together they celebrated the birth of their daughter, Alexandria Marie, in 1992, followed by the birth of Maya Jocelyn nine years later. He was a devoted father who instilled in his daughters the values of excellence, hard work, loyalty and dedication to family, and took immense pride in their educational achievements; and

WHEREAS, After retiring, Paul enjoyed travel with family and friends, including memorable trips to Dubai and Abu Dhabi, and frequent visits to Houston, where he spent time with Alex and Jayvonne. Paul cherished his relationship with his last beloved sibling, Jocelyn "Jojo" Gregoire, making it a point to speak with her daily; and

WHEREAS, Paul's life and memory will continue to shine in the hearts of all the many family, friends and acquaintances who knew and loved him, embodying the words of Muhammad Ali, "Don't count the days. Make the days count"; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has apprised this august body of the passing of this outstanding first responder and valued member of his community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, assembled this 12<sup>th</sup> day of June 2024, do hereby express our greatest respect for the life and legacy of Paul Steven Gregoire, extend our deepest condolences to his family and honor his dedicated service to the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Paul Steven Gregoire.

---

**CONGRATULATIONS EXTENDED TO QWATEVYIA EDWARDS ON RETIREMENT FROM UNITED STATES NAVY.**

[R2024-0009770]

WHEREAS, On June 6, 2024, Chief Petty Officer Qwatevyia Edwards, an outstanding citizen and member of her community, is retiring from the United States Navy after more than two decades of exemplary leadership and remarkable dedication; and

WHEREAS, Chief Edwards began her illustrious naval career in 2000, commencing with basic training at the Recruit Training Command in Great Lakes, Illinois, and subsequently fulfilling her first duty assignment at the Marine Corps Recruit Depot on Parris Island, South Carolina; and

WHEREAS, Chief Edwards' tenure in the Navy included diverse global deployments, including invaluable contributions to Operation Enduring Freedom and humanitarian endeavors in the Middle East, pivotal support for the CNO Women Initiative Program in Okinawa, Japan and instrumental roles in training the Philippine military and multiple barangays in tactical combat casualty care and basic first aid; and

WHEREAS, Chief Edwards' pursuit of academic excellence while concurrently serving in the Navy is commendable, having earned a bachelor's degree in healthcare management from Westwood College and a master's degree in healthcare administration from Ashford University; and

WHEREAS, Chief Edwards' rise to the rank of chief petty officer in July 2019 stands as a testament to her exceptional leadership qualities and professional acumen. Her distinguished service has been recognized by her many accolades, including the Navy/Marine Corps Commendation Medal, Navy/Marine Corps Achievement Medals and Military Outstanding Volunteer Service Medal as well as multiple campaign and service honors; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has apprised this august body of the significant milestone achieved by Chief Petty Officer Qwatevyia Edwards; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 12<sup>th</sup> day of June 2024, extend our heartfelt congratulations to Qwatevyia Edwards on the occasion of her retirement and wish to convey our best wishes for continued success in all her future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Chief Qwatevyia Edwards as a token of our profound esteem and admiration.

---

**RECOGNITION OF MONTFORD POINT MARINE MEMORIAL REDEDICATION  
AND MARINES HUBERT BANKS AND JOHN VANOY FOR EXEMPLARY SERVICE.**

[R2024-0009777]

WHEREAS, On May 23, 2024, citizens of the 6<sup>th</sup> Ward and members of the National Montford Point Marine Association Chapter 2 (Chicago) will assemble to rededicate the Montford Point Memorial located in the triangle at the merger of Vincennes and Lafayette Avenues; and

WHEREAS, The occasion also serves to honor the two surviving United States Marines who received their training at Montford Point in North Carolina. Since 1775, the

United States Marine Corps has served our country in peace and war, continuing to stand as a force in readiness, prepared to serve whenever the nation calls; and

WHEREAS, The Montford Point Marine Association plays a vital role in the Marine Corps family, fostering camaraderie, support and advocacy for veterans; and

WHEREAS, On the 25<sup>th</sup> day of June 1941, President Franklin D. Roosevelt issued Executive Order 8802, establishing fair employment practices and beginning to dismantle discrimination in the Armed Forces. African American Marines from all states were segregated during World War II and received basic training at Montford Point, North Carolina, from 1942 to 1949. Approximately 20,000 African American Marines received training at Montford Point, contributing significantly to the defense of our nation; and

WHEREAS, The Montford Point Marine Association Chapter 2 (Chicago) was established on June 17, 1966 for the purpose of fostering and promoting veteran affairs, education, recreational and social activities, and community support. The Montford Point Marine Association stands as a beacon of support in addressing the needs of veterans and community residents, providing assistance in various forms, including benefit assistance, community resource connections, direct services and referrals for mental health and employment; and

WHEREAS, Hubert Burks, a distinguished World War II veteran and Congressional Medal of Honor recipient, answered the call to serve his country and was drafted into the Marine Corps, commencing his service in Chicago, Illinois. Rising to the rank of private first class, he served in the 52<sup>nd</sup> Defense Battalion from 1944 to 1946, where he played a crucial role on a 90mm gun crew. While he did not engage in physical combat, PFC Burks undertook vital guard duties, including overseeing Japanese prisoners of war on Wake Island and providing security across numerous strategic locations, including the Marshall Islands, Eniwetok, Kwajalein Atoll Islands, Marianas Island, Guam and Saipan; and

WHEREAS, Hubert Burks has been an integral part of the Montford Point Marine Association Chapter 2 for an impressive 58 years, contributing his leadership, wisdom and unwavering commitment to the well-being of fellow veterans and the broader community. His illustrious career, marked by both military and civilian accomplishments, including his service as a postal worker and his ownership of a roofing company for two decades, stands as a testament to the transformative power of the Marine Corps and his enduring dedication to public service; and

WHEREAS, John Vanoy, a World War II veteran and Congressional Medal of honor recipient, likewise answered the nation's call to duty and was drafted into the Marine Corps in Chicago, Illinois. Serving from 1943 to 1946, Mr. Vanoy attained the rank of corporal and served in service supply and guard duty. As a squad leader, he played a pivotal role in ensuring the safe and efficient handling of critical ammunition and supplies. While he did not directly engage in combat, Corporal Vanoy's responsibilities were essential to the logistical support of Marine operations. He served in various locations, including Hawaii and

Sasebo, and was part of the cleanup efforts in Nagasaki, Japan, following the atomic bomb's devastation; and

WHEREAS, John Vanoy's service extended beyond his military duties, as he dedicated himself to the Montford Point Marine Association Chapter 2 for an impressive 47 years, serving as vice president and as a member of the Finance Committee. His four decades of employment with the American Can Company further attest to his steadfast commitment to excellence and community. Mr. Vanoy's exemplary service in both military and civilian capacities embody the core values of the Marine Corps and reflects his enduring dedication to the betterment of society; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has informed this august body of the event and the honor being bestowed on these two exemplary World War II United States Marine veterans and outstanding citizens of this city; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City of Chicago City Council, gathered this 12<sup>th</sup> day of June 2024, do hereby salute the legacy and service of the Montford Point Marines and commend the rededication of the Montford Point Memorial as a symbol of their sacrifice and dedication to our nation; and

*Be It Further Resolved*, That the City of Chicago City Council extends its deepest gratitude to Mr. Hubert Burks and Mr. John Vanoy for their exemplary service in the Marine Corps and their continued dedication to the Montford Point Marine Association Chapter 2 (Chicago) and the welfare of veterans as well as the community at large; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the Montford Point Marines Association Chapter 2 (Chicago), John Vanoy and Hubert Burks, as a token of the City of Chicago's appreciation and esteem.

—

**CONGRATULATIONS EXTENDED TO SOUL VEG CITY ON HOSTING HEBREW ISRAELITES 50<sup>TH</sup> ANNIVERSARY CELEBRATION OF NEW WORLD PASSOVER.**  
[R2024-0009775]

WHEREAS, Soul Veg City, this city's premiere vegan restaurant on East 75<sup>th</sup> Street, will host the 50<sup>th</sup> anniversary celebration of New World Passover in Chicago at Hale Franciscan High School on South Cottage Grove Avenue, marking an inaugural celebration here after five decades of this event being held in Dimona, Israel; and

WHEREAS, New World Passover is the annual celebration of the Hebrew Israelite community, commemorating the historic exodus from America in 1967. This community's milestone event was first observed in 1974, and 2024 marks its golden anniversary; and

WHEREAS, New World Passover acknowledges the pioneering journey of the first African Hebrew Israelites who returned to Israel, the Promised Land, more than 50 years ago, reaffirming their cultural and historical heritage; and

WHEREAS, Prince Asiel Ben Israel, the late founder of Soul Veg City and a trailblazer, will be recognized at New World Passover for his significant contributions as one of the original Hebrew Israelites and for establishing Chicago's first vegan restaurant, Soul Veg City, which continues to attract global visitors 43 years later; and

WHEREAS, New World Passover is a festive time to give thanks for blessing the Hebrew Israelite community with the leadership of the anointed son and servant, Ben Ammi, whose 45-second vision in 1966 provided the inspiration and guidance for the community's deliverance and ongoing accomplishments; and

WHEREAS, The inaugural Chicago event will be a celebration of Hebrew Israelite culture with attendees from across the country, providing an opportunity to engage and educate local residents about the community's culture and community-focused endeavors; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has apprised this august body of the Hebrew Israelite community's seminal milestone event; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 12<sup>th</sup> day of June 2024, do hereby extend our congratulations to Soul Veg City for its celebration of the historic 50<sup>th</sup> anniversary of New World Passover, and express our admiration for the rich heritage and many contributions of the Hebrew Israelite community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Arel Ben Israel, CEO of Soul Veg City.

---

*Presented By*

**ALDERPERSON HARRIS (8<sup>th</sup> Ward):**

**TRIBUTE TO LATE MARY ELIZABETH ARMSTRONG.**

[R2024-0010068]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Mary Elizabeth Armstrong, an outstanding citizen of the City of Chicago, to her everlasting reward and returned to the heavenly realm on May 27, 2024; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8<sup>th</sup> Ward; and

WHEREAS, Mary Elizabeth Armstrong was born December 28, 1932 to the late Oscar, Sr. and Allen Moore Smith in Indianola, Mississippi. She was the third-born of nine children (four boys, five girls), who have all preceded her in death: Oscar, Jr., Dorothy Lee, Monroe, Eloise, Allen, Addie Jean and Randolph. Mary is survived by her baby sister, Vernice "Vern" Link (Milwaukee/Chicago). After a very full life, she transitioned at the age of 91 on May 27, 2024, surrounded by family and close friends; and

WHEREAS, Like many other African American families in the South, her family settled in Arkansas. She chopped and picked cotton along with her siblings and grandmother, Lizzy Alexander Franks. Because her grandmother valued the importance of education, Mary finished high school at Turrell in Gilmore, Arkansas as salutatorian, and continued her education at Le Moyne College in Memphis, Tennessee. It was during this time that she met and fell in love, marrying her high school basketball star sweetheart, Adolph Armstrong, also preceding her in death in September 1993; and

WHEREAS, In 1953, he was honorably discharged from the Korean War. The two moved to Chicago and started their family. To this union four children were born: Deborrah Ann (deceased 2010), Phillip Darryl, Sharon Gail (deceased 2020) and Rita Renee. They later accepted into their family her brother's three daughters, Carolyn, Felicia "Fee" and Glenda "Boo" Smith, making Adolph and Mary the proud parents of seven children; and

WHEREAS, Mary E. Armstrong was given the name "Baby Doll" (Doll) by her mother because she was born so close to Christmas and was a gift to her eldest brother and sister, Oscar, Jr. and Dorothy Lee; and

WHEREAS, She completed a Bachelor of Science degree in Early Childhood Education at Chicago State University and later completed a Master of Education at National Louis University. She was employed by Chicago Public Schools and retired from teaching after 27 loyal years committed to the education of young students; and

WHEREAS, She began her educational career at D.S. Wentworth Elementary School as a teacher assistant. After obtaining her bachelor's degree in 1979, she was assigned as a certified teacher at Wentworth. In 1980, the Chicago Public Schools was put under a federal consent decree and a court-mandated desegregation plan. Mary E. Armstrong was selected to move to the North Side of Chicago and be one of the first Black teachers in the area to spearhead integration race efforts in Chicago. She continued to work as a second grade teacher at Peter A. Reinberg Elementary School until she retired in 1999. Mary maintained her substitute teacher certification after retirement. Several years after retirement, she began consulting as an early childhood education instructional leader,

consulting and mentoring staff in ECE programs for Easter Seals Metropolitan Chicago, a job she enjoyed working with her daughter, Rita, as one of the agency's directors; and

WHEREAS, God was her everything. Trusting in the Lord is what she believed would sustain you in life. A woman with very strong principles, she always kept God in the forefront of her life. She joined Monumental Baptist Church in 1954, soon after arriving in Chicago. Mary has been a well-respected and loyal member for over 70 years, which she recently celebrated at the church's 105<sup>th</sup> anniversary. She worked and supported her church faithfully. She touched and connected with people of all ages. She served many years working vacation bible school and served as a key spokesperson to the sisterhood church groups. She met her lifelong dear friend, Eugenia Hardaway, at Monumental in the 1950s. Both were schoolteachers. Mrs. Hardaway remained her close friend until the end. She never stopped working in the church and serving through her Christian ministry; and

WHEREAS, As time progressed, she made other lifelong friends, Barbara Dawson, the only surviving member of the Paramount Seven. The G.R.O.U.P. with Winfred French and Phala were also part of a large social group she truly enjoyed. Her dear friend, Joann Robinson, and Mr. Chris Cunnigham were her very special colleagues and her dear friends at the Junction Lounge; and

WHEREAS, Mary had five very special caregivers, Ms. Bobbie Ellis and Carolyn Barksdale, both with whom she shared a special closeness, and Barbara, Ms. Lillie and CoCo; and

WHEREAS, Mary loved blues, cooking, playing the piano, reading, writing poetry, theater and dancing. In her earlier years, she enjoyed traveling abroad to London, Italy, Greece and Rome, just to name a few. Mary loved learning and sharing what she learned through reading philosophy and Greek mythology; and

WHEREAS, Baby Doll was loved, respected and adored by many and will be sorely missed. She was preceded in death by her parents, Oscar and Allen Smith; her daughters, Deborah Ann (2010) and Sharon Gail (2020); and seven of her siblings, Oscar, Jr., Dorothy Lee, Monroe, Eloise, Allen, Eddie Jean and Randolph. She is survived by grandchildren, Omari, Cicely (Peedy), Khalia Burgos and Cheryl; great-grandchildren, Deborah, Harold, Zion, Milo, Marceaux Luca and Cyr; special nephews, Myron Hood (Judy), Steve Smith, Micheal Smith (Nita); and a host of nieces, nephews, cousins and dear friends; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Ms. Mary Elizabeth Armstrong and extend to her family our sincere condolences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Ms. Mary Elizabeth Armstrong.

*CONGRATULATIONS EXTENDED TO PATRICIA BENTON ON 80<sup>TH</sup> BIRTHDAY.*

[R2024-0009713]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Benton in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia Benton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Benton belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Patricia Benton on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Patricia Benton for her continued good health, happiness and success following this, her 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia Benton in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO FELICIA J. BOYD-HARRIS ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009714]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Felicia J. Boyd-Harris in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Felicia J. Boyd-Harris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Felicia J. Boyd-Harris belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Felicia J. Boyd-Harris on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Felicia J. Boyd-Harris for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Felicia J. Boyd-Harris in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO LARRY EDWARD BROOKS ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009715]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Larry Edward Brooks in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Larry Edward Brooks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Larry Edward Brooks belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Larry Edward Brooks on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Larry Edward Brooks for his continued good health, happiness and success following this, his 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Larry Edward Brooks in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO MICHAEL CHESHER ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009716]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Cheshier in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Michael Cheshier on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Michael Cheshier belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Michael Cheshier on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Michael Cheshier for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Michael Cheshier in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO BENNIE B. DARLING, JR. ON 70<sup>TH</sup> BIRTHDAY.

[R2024-0009717]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bennie B. Darling, Jr. in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Bennie B. Darling, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bennie B. Darling, Jr. belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Bennie B. Darling, Jr. on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Bennie B. Darling, Jr. for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bennie B. Darling, Jr. in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO CAROLYN F. DUNN ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009719]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn F. Dunn in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Carolyn F. Dunn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carolyn F. Dunn belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Carolyn F. Dunn on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Carolyn F. Dunn for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Carolyn F. Dunn in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO DEBBIE M. HAMPTON ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009720]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Debbie M. Hampton in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Debbie M. Hampton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Debbie M. Hampton belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Debbie M. Hampton on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Debbie M. Hampton for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Debbie M. Hampton in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO BARRY L. HAWKINS ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009734]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barry L. Hawkins in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Barry L. Hawkins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Barry L. Hawkins belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Barry L. Hawkins on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Barry L. Hawkins for his continued good health, happiness and success following this, his 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Barry L. Hawkins in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO EDDIE HAYTHORN ON 90<sup>TH</sup> BIRTHDAY.**  
[R2024-0009735]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eddie Haythorn in honor of his 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Eddie Haythorn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eddie Haythorn belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Eddie Haythorn on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Eddie Haythorn for his continued good health, happiness and success following this, his 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Eddie Haythorn in honor of his 90<sup>th</sup> birthday as a token of our esteem and good wishes.

—

**CONGRATULATIONS EXTENDED TO CHANDRA L. HOLTS ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009736]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Chandra L. Holts in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Chandra L. Holts on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Chandra L. Holts belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Chandra L. Holts on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Chandra L. Holts for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Chandra L. Holts in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO DOROTHY ANN JOHNSON ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009738]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dorothy Ann Johnson in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dorothy Ann Johnson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dorothy Ann Johnson belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Dorothy Ann Johnson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Dorothy Ann Johnson for their continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dorothy Ann Johnson in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO OLAWALE A. ODUKOYA ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0009739]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Olawale A. Odukoya in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Olawale A. Odukoya on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Olawale A. Odukoya belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Olawale A. Odukoya on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Olawale A. Odukoya for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Olawale A. Odukoya in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO VINECIA PARKER ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009740]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vinecia Parker in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Vinecia Parker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vinecia Parker belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Vinecia Parker on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Vinecia Parker for her continued good health, happiness and success following this, her 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Vinecia Parker in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO FAYE PERKINS ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009741]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Faye Perkins in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Faye Perkins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Faye Perkins belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Faye Perkins on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Faye Perkins for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Faye Perkins in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO TIMME PETERS ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009743]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Timme Peters in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Timme Peters on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Timme Peters belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Timme Peters on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Timme Peters for his continued good health, happiness and success following this, his 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Timme Peters in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MILDRED POE ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009744]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mildred Poe in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mildred Poe on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mildred Poe belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Mildred Poe on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mildred Poe for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mildred Poe in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

—

*CONGRATULATIONS EXTENDED TO JOHN D. RIGGINS, JR. ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0009745]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John D. Riggins, Jr. in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to John D. Riggins, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John D. Riggins, Jr. belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate John D. Riggins, Jr. on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to John D. Riggins, Jr. for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to John D. Riggins, Jr. in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO BERTHENA ROBERTS ON 90<sup>TH</sup> BIRTHDAY.  
[R2024-0009746]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Berthena Roberts in honor of her 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Berthena Roberts on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Berthena Roberts belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Berthena Roberts on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Berthena Roberts for her continued good health, happiness and success following this, her 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Berthena Roberts in honor of her 90<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO FREDERICK E. STEVENSON ON  
65<sup>TH</sup> BIRTHDAY.

[R2024-0009747]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Frederick E. Stevenson in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Frederick E. Stevenson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Frederick E. Stevenson belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Frederick E. Stevenson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Frederick E. Stevenson for his continued good health, happiness and success following this, his 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Frederick E. Stevenson in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO EUGENE F. TILLMAN, JR. ON 75<sup>TH</sup> BIRTHDAY.

[R2024-0009748]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eugene F. Tillman, Jr. in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Eugene F. Tillman, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eugene F. Tillman, Jr. belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Eugene F. Tillman, Jr. on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Eugene F. Tillman, Jr. for his continued good health, happiness and success following this, his 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Eugene F. Tillman, Jr. in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO LOUIS E. WILLIAMS ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009749]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Louis E. Williams in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Louis E. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Louis E. Williams belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate Louis E. Williams on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Louis E. Williams for his continued good health, happiness and success following this, his 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Louis E. Williams in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO APRIL M.D. YATES ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009750]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to April M.D. Yates in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to April M.D. Yates on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, April M.D. Yates belongs to our 8<sup>th</sup> 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 12<sup>th</sup> of June 2024, do hereby congratulate April M.D. Yates on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to April M.D. Yates for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to April M.D. Yates in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*Presented By*

**ALDERPERSON HARRIS (8<sup>th</sup> Ward) And  
ALDERPERSON COLEMAN (16<sup>th</sup> Ward):**

***DECLARATION OF JUNE 12, 2024 AS "ALPHA KAPPA ALPHA SORORITY,  
INCORPORATED® DAY" IN CHICAGO.***

[R2024-0009881]

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated® was founded on January 15, 1908 with the mission to promote unity and friendship among college women, to study and help alleviate problems concerning girls and women in order to improve their social stature, to maintain a progressive interest in college life and to be of "service to all mankind"; and

WHEREAS, Early leaders of Alpha Kappa Alpha recognized the benefit of seeking civil rights, women's rights, and social reform. In 1913, First International President of AKA, Nellie Quander, sought to participate in the women's suffragette movement for women's right to vote; and

WHEREAS, In 1980, at the 80<sup>th</sup> Boule in Atlanta, Georgia, desiring to establish a public policy plan for Alpha Kappa Alpha Sorority, Inc., First International Vice President Faye B. Bryant, led a group to establish a standing committee, the Connection Committee.

Through what is now known as the Connection and Social Action Committee, members have a vehicle to robustly engage in social, political and civic involvement at all levels; and

WHEREAS, This rich heritage is embodied in the current international president of Alpha Kappa Alpha Sorority, Inc., Danette Anthony Reed (2022 -- 2026), who hails from Chicago and was initiated into the sorority on the ivy-covered campus of Northwestern University in Evanston, Illinois; and

WHEREAS, Twentieth Supreme Basileus, Barbara K. Phillips, desired to establish a public policy plan for AKA Sorority, Inc., and thus appointed First International Vice President Faye B. Bryant to lead a group known as the Connection and Social Action Committee; and

WHEREAS, Under the banner of Soaring To Greater Heights Of Service And Sisterhood, the 2022 -- 2026 international administration seeks to build upon Alpha Kappa Alpha Sorority, Inc.'s rich legacy of service by being at the forefront of social justice and promoting fairness and equity via vibrant chapters throughout the United States, Canada, the Caribbean, Africa, Asia, Europe and the United Arab Emirates; and

WHEREAS, Illinois is home to 43 Alpha Kappa Alpha Sorority, Inc. members; and

WHEREAS, The Ivy Center was established as the sorority's corporate headquarters in Chicago, and for over 70 years, served as Alpha Kappa Alpha Sorority, Inc.'s hub for all sorority activities and is considered an icon of the community and city; and

WHEREAS, "Alpha Kappa Alpha Sorority, Inc. Day at Chicago City Council" is one of many opportunities for members to advocate for critical issues to the communities we prioritize, such as access to high-quality education, maternal health and infant mortality, suicide prevention, public safety, environmental justice and fiscal transparency -- issues we know are priorities for this administration under the leadership of the third Black mayor of Chicago, Mayor Brandon Johnson; and

WHEREAS, Currently, two members of Alpha Kappa Alpha Sorority, Inc. are serving in the Chicago City Council, Alderperson Michelle A. Harris, 8<sup>th</sup> Ward, and Alderperson Stephanie D. Coleman, 16<sup>th</sup> Ward; and

WHEREAS, Currently, several members of Chicago alumnae chapters of Alpha Kappa Alpha Sorority, Inc. are elected officials in the State of Illinois -- 48<sup>th</sup> Lieutenant Governor Julianna Stratton; State Senator and Assistant Majority Leader Mattie Hunter, 3<sup>rd</sup> District; State Representative Kimberly DuBuclet, 5<sup>th</sup> District; and former 4<sup>th</sup> Ward Alderperson (1991 -- 2010) and current Cook County Board President Toni Preckwinkle; and

WHEREAS, On June 12, 2024, Chicagoland members of Alpha Kappa Alpha Sorority, Inc. will participate in "AKA Day at Chicago City Council"; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago hereby do declare June 12, 2024 as "Alpha Kappa Alpha Sorority, Incorporated® Day" in the City of Chicago; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the Alpha Kappa Alpha Sorority, Inc. Theta Omega, Lambda Mu Omega, Lambda Nu Omega, Phi Kappa Omega, Tau Gamma Omega, Xi Nu Omega, Chi Omega Omega and Alpha Beta Delta Omega Chapters in recognition of all Chicagoland chapters.

---

*Presented By*

**ALDERPERSON LOPEZ (15<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO LILLIE AUGUSTA ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009934]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillie Augusta in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Lillie Augusta on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lillie Augusta has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lillie Augusta for her continued good health, happiness and success following this 75<sup>th</sup> 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 Lillie Augusta in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO DONNA BADON ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0009883]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donna Badon in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Donna Badon on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Donna Badon now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Donna Badon for her continued good health, happiness and success following this 65<sup>th</sup> 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 Badon in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO DIANA BANKS-TAYLOR ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009884]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diana Banks-Taylor in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Diana Banks-Taylor on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Diana Banks-Taylor now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Diana Banks-Taylor for her continued good health, happiness and success following this 65<sup>th</sup> 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 Diana Banks-Taylor in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO EMILY BATTIE ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009906]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Emily Battie in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Emily Battie on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Emily Battie has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Emily Battie for her continued good health, happiness and success following this 80<sup>th</sup> 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 Emily Battie in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO JOHN BERLANGA ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009944]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Berlanga in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to John Berlanga on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, John Berlanga has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to John Berlanga for his continued good health, happiness and success following this 80<sup>th</sup> 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 John Berlanga in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO NANCY BRADY ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009921]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nancy Brady in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Nancy Brady on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Nancy Brady has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Nancy Brady for her continued good health, happiness and success following this 70<sup>th</sup> 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 Nancy Brady in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

CONGRATULATIONS EXTENDED TO DELENEICE CALHOUN ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0009891]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deleneice Calhoun in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Deleneice Calhoun on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Deleneice Calhoun has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Deleneice Calhoun for her continued good health, happiness and success following this 70<sup>th</sup> 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 Deleneice Calhoun in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO MARIAN CHAVERS ON 65<sup>TH</sup> BIRTHDAY.

[R2024-0009885]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marian Chavers in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Marian Chavers on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Marian Chavers now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Marian Chavers for her continued good health, happiness and success following this 65<sup>th</sup> 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 Marian Chavers in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO FIDEL DELEON ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009922]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fidel Deleon in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Fidel Deleon on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Fidel Deleon has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Fidel Deleon for his continued good health, happiness and success following this 70<sup>th</sup> 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 Fidel Deleon in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOSE DIAZ ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0009936]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Diaz in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Jose Diaz on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Diaz has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Diaz for his continued good health, happiness and success following this 75<sup>th</sup> 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 Diaz in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO ROSENDO ESPINOZA ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009923]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosendo Espinoza in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Rosendo Espinoza on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Rosendo Espinoza has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Rosendo Espinoza for his continued good health, happiness and success following this 70<sup>th</sup> 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 Rosendo Espinoza in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO DOLORES GAGEN ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0009892]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dolores Gagen in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Dolores Gagen on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Dolores Gagen has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Dolores Gagen for her continued good health, happiness and success following this 70<sup>th</sup> 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 Dolores Gagen in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO SALVADOR GARCIA ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0009908]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Salvador Garcia in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Salvador Garcia on the occasion of this

momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Salvador Garcia now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Salvador Garcia for his continued good health, happiness and success following this 65<sup>th</sup> 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 Salvador Garcia in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO ANTONIO GOMEZ ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009937]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Gomez in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Antonio Gomez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Antonio Gomez has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Antonio Gomez for his continued good health, happiness and success following this 75<sup>th</sup> 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 Antonio Gomez in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOSE GONZALEZ ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009924]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Gonzalez in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Jose Gonzalez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Gonzalez has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Gonzalez for his continued good health, happiness and success following this 70<sup>th</sup> 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 Gonzalez in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO MARIA GONZALEZ ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009909]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Gonzalez in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Maria Gonzalez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Maria Gonzalez now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Gonzalez for her continued good health, happiness and success following this 65<sup>th</sup> 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 Maria Gonzalez in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO REESE HARRIS ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009945]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Reese Harris in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Reese Harris on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Reese Harris has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Reese Harris for his continued good health, happiness and success following this 80<sup>th</sup> 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 Reese Harris in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO JOHN HAYES ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009925]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Hayes in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to John Hayes on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, John Hayes has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to John Hayes for his continued good health, happiness and success following this 70<sup>th</sup> 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 John Hayes in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO JOHNNY HENDERSON ON  
65<sup>TH</sup> BIRTHDAY.

[R2024-0009910]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Johnny Henderson in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Johnny Henderson on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Johnny Henderson now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Johnny Henderson for his continued good health, happiness and success following this 65<sup>th</sup> 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 Johnny Henderson in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO ROBERT JACKSON ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0009901]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Jackson in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Robert Jackson on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Robert Jackson has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Robert Jackson for his continued good health, happiness and success following this 75<sup>th</sup> 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 Robert Jackson in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

**CONGRATULATIONS EXTENDED TO SHIRLEY JACKSON ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009911]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley Jackson in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Shirley Jackson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Shirley Jackson now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Shirley Jackson for her continued good health, happiness and success following this 65<sup>th</sup> 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 Shirley Jackson in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO QUINCY JOHNSON ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009926]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Quincy Johnson in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Quincy Johnson on the occasion of this

momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Quincy Johnson has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Quincy Johnson for his continued good health, happiness and success following this 70<sup>th</sup> 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 Quincy Johnson in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO GUILLERMINA LEON ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009886]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Guillermina Leon in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Guillermina Leon on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Guillermina Leon now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Guillermina Leon for her continued good health, happiness and success following this 65<sup>th</sup> 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 Guillermina Leon in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO MICHELLE LEONARD ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009887]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michelle Leonard in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Michelle Leonard on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Michelle Leonard now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Michelle Leonard for her continued good health, happiness and success following this 65<sup>th</sup> 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 Michelle Leonard in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOHN LIBRIZZI ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009928]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Librizzi in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to John Librizzi on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, John Librizzi has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to John Librizzi for his continued good health, happiness and success following this 70<sup>th</sup> 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 John Librizzi in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO EILEEN LOCNISKAR ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009947]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eileen Locniskar in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Eileen Locniskar on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Eileen Locniskar has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Eileen Locniskar for her continued good health, happiness and success following this 80<sup>th</sup> 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 Eileen Locniskar in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO OSCAR LOPEZ ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0009912]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Oscar Lopez in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Oscar Lopez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Oscar Lopez now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Oscar Lopez for his continued good health, happiness and success following this 65<sup>th</sup> 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 Oscar Lopez in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

—

**CONGRATULATIONS EXTENDED TO ARTURO MACIAS ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009913]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arturo Macias in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Arturo Macias on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Arturo Macias now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Arturo Macias for his continued good health, happiness and success following this 65<sup>th</sup> 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 Arturo Macias in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO MARGARET MAHONEY ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009914]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margaret Mahoney in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Margaret Mahoney on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Margaret Mahoney now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Margaret Mahoney for her continued good health, happiness and success following this 65<sup>th</sup> 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 Margaret Mahoney in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO GAZI MASHAL ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0009893]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gazi Mashal in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Gazi Mashal on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Gazi Mashal has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Gazi Mashal for his continued good health, happiness and success following this 70<sup>th</sup> 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 Gazi Mashal in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO FRED MC GEE ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0009938]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fred McGee in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Fred McGee on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Fred McGee has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Fred McGee for his continued good health, happiness and success following this 75<sup>th</sup> 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 Fred McGee in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO NORMAN MONTGOMERY ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009894]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norman Montgomery in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Norman Montgomery on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Norman Montgomery has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Norman Montgomery for his continued good health, happiness and success following this 70<sup>th</sup> 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 Norman Montgomery in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO PENELOPE MONTGOMERY ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009915]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Penelope Montgomery in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Penelope Montgomery on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Penelope Montgomery now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby*

extend our warmest and heartfelt best wishes to Penelope Montgomery for her continued good health, happiness and success following this 65<sup>th</sup> 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 Penelope Montgomery in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOSE MORALES ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009895]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Morales in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Jose Morales on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Morales has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Morales for his continued good health, happiness and success following this 70<sup>th</sup> 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 Morales in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO ERNESTINE NORMAN ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0009939]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ernestine Norman in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Ernestine Norman on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Ernestine Norman has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Ernestine Norman for her continued good health, happiness and success following this 75<sup>th</sup> 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 Ernestine Norman in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO FEDERICO OROZCO ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0009902]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Federico Orozco in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Federico Orozco on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Federico Orozco has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Federico Orozco for his continued good health, happiness and success following this 75<sup>th</sup> 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 Federico Orozco in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

—

**CONGRATULATIONS EXTENDED TO WILLIE PARKS ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009897]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Parks in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Willie Parks on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Willie Parks has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Willie Parks for his continued good health, happiness and success following this 70<sup>th</sup> 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 Parks in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO FELISA PERRUSQUIA ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009929]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Felisa Perrusquia in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Felisa Perrusquia on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Felisa Perrusquia has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Felisa Perrusquia for her continued good health, happiness and success following this 70<sup>th</sup> 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 Felisa Perrusquia in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO NICHOLAS PETROS ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0009904]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nicholas Petros in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Nicholas Petros on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Nicholas Petros has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Nicholas Petros for his continued good health, happiness and success following this 75<sup>th</sup> 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 Nicholas Petros in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO OLIVIA PIERRE ON 80<sup>TH</sup> BIRTHDAY.*

[R2024-0009948]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Olivia Pierre in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Olivia Pierre on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Olivia Pierre has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Olivia Pierre for her continued good health, happiness and success following this 80<sup>th</sup> 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 Olivia Pierre in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO GWENDOLYN PIPPENS ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0009940]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Pippens in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Gwendolyn Pippens on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Gwendolyn Pippens has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Gwendolyn Pippens for her continued good health, happiness and success following this 75<sup>th</sup> 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 Gwendolyn Pippens in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO VENETIA PLEASANT ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009916]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Venetia Pleasant in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Venetia Pleasant on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Venetia Pleasant now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Venetia Pleasant for her continued good health, happiness and success following this 65<sup>th</sup> 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 Venetia Pleasant in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO MARINA RAMOS ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009898]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marina Ramos in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Marina Ramos on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Marina Ramos has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Marina Ramos for her continued good health, happiness and success following this 70<sup>th</sup> 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 Marina Ramos in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

—

**CONGRATULATIONS EXTENDED TO ENRIQUE RENTERIA ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009917]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Enrique Renteria in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Enrique Renteria on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Enrique Renteria now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Enrique Renteria for his continued good health, happiness and success following this 65<sup>th</sup> 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 Enrique Renteria in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO ANTONIO SANCHEZ ON 75<sup>TH</sup> BIRTHDAY.*  
[R2024-0009905]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Sanchez in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Antonio Sanchez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Antonio Sanchez has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Antonio Sanchez for his continued good health, happiness and success following this 75<sup>th</sup> 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 Antonio Sanchez in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOSEPH SANCHEZ ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0009899]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Sanchez in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Joseph Sanchez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Joseph Sanchez has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Joseph Sanchez for his continued good health, happiness and success following this 70<sup>th</sup> 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 Joseph Sanchez in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO FLORENCE SHAUGHNESSY ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009941]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Florence Shaughnessy in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Florence Shaughnessy on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Florence Shaughnessy has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Florence Shaughnessy for her continued good health, happiness and success following this 75<sup>th</sup> 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 Florence Shaughnessy in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO LEROY SHACKELFORD ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0009930]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leroy Shackelford in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Leroy Shackelford on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Leroy Shackelford has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Leroy Shackelford for his continued good health, happiness and success following this 70<sup>th</sup> 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 Leroy Shackelford in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOHN SIORDIA ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009918]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Siordia in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to John Siordia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, John Siordia now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to John Siordia for his continued good health, happiness and success following this 65<sup>th</sup> 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 John Siordia in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO AUDREY STARKS ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009931]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Audrey Starks in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Audrey Starks on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Audrey Starks has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Audrey Starks for her continued good health, happiness and success following this 70<sup>th</sup> 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 Audrey Starks in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JAMES STEWART ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009919]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Stewart in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to James Stewart on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, James Stewart now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to James Stewart for his continued good health, happiness and success following this 65<sup>th</sup> 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 James Stewart in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO DAVID STOECK ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0009932]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David Stoeck in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to David Stoeck on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, David Stoeck has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to David Stoeck for his continued good health, happiness and success following this 70<sup>th</sup> 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 Stoeck in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO BONNIE TOMASELLO ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0009942]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bonnie Tomasello in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Bonnie Tomasello on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Bonnie Tomasello has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Bonnie Tomasello for her continued good health, happiness and success following this 75<sup>th</sup> 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 Bonnie Tomasello in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO MARIA TORRES ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009888]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Torres in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Maria Torres on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Maria Torres now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Torres for her continued good health, happiness and success following this 65<sup>th</sup> 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 Maria Torres in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

**CONGRATULATIONS EXTENDED TO RAYMOND UNDERWOOD ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0009889]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raymond Underwood in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Raymond Underwood on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Raymond Underwood now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Raymond Underwood for his continued good health, happiness and success following this 65<sup>th</sup> 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 Raymond Underwood in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

—

**CONGRATULATIONS EXTENDED TO ENRIQUE VILLA ON 70<sup>TH</sup> BIRTHDAY.**

[R2024-0009933]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Enrique Villa in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Enrique Villa on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Enrique Villa has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Enrique Villa for his continued good health, happiness and success following this 70<sup>th</sup> 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 Enrique Villa in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

—

**CONGRATULATIONS EXTENDED TO EDNA WEST ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0009943]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Edna West in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Edna West on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Edna West has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Edna West for her continued good health, happiness and success following this 75<sup>th</sup> 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 Edna West in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO ANTHONY WILSON ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0009890]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony Wilson in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Anthony Wilson on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Anthony Wilson now joins our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Anthony Wilson for his continued good health, happiness and success following this 65<sup>th</sup> 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 Anthony Wilson in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JAMES WINDSOR ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0009950]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Windsor in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to James Windsor on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, James Windsor has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to James Windsor for his continued good health, happiness and success following this 80<sup>th</sup> 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 James Windsor in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO LILLIE WRIGHT ON 80<sup>TH</sup> BIRTHDAY.*

[R2024-0009951]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillie Wright in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Lillie Wright on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lillie Wright has been a member of our 15<sup>th</sup> 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 12<sup>th</sup> of June 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lillie Wright for her continued good health, happiness and success following this 80<sup>th</sup> 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 Lillie Wright in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*Presented By*

***ALDERPERSON RODRÍGUEZ (22<sup>nd</sup> Ward):***

*CONGRATULATIONS EXTENDED TO CHICAGO LATINO CAUCUS FOUNDATION LEADERSHIP ACADEMY FELLOWS CLASS OF 2024 ON GRADUATION.*

[R2024-0009675]

WHEREAS, The Chicago City Council Latino Caucus strives to improve the quality of life for Latino families in the City of Chicago by assuring the Latino community's best interests are represented in City Council; and

WHEREAS, The Chicago City Council Latino Caucus greatly focuses on the importance of parity and equity in the Latino community; and

WHEREAS, The Chicago City Council Latino Caucus formed the Chicago Latino Caucus Foundation to support the advancement of the Latino community through scholarships and professional development for civic-minded Latino professionals; and

WHEREAS, The Chicago Latino Caucus Foundation formed the Chicago Latino Caucus Foundation Leadership Academy committed to developing the next generation of Latino leaders in Chicago by promoting professional development and civic engagement to create a much-needed talent pipeline to fulfill leadership gaps in both the public and private sectors; and

WHEREAS, The Leadership Academy class of 2024, consisting of 25 fellows, completed a seven-month curriculum encouraging upward mobilization to executive level roles within their respective industries; and

WHEREAS, The board members of the Chicago Latino Caucus Foundation would like to celebrate the Leadership Academy fellows for this prestigious commemoration and remind each one of them that all of Chicago is proud of their hard work and is looking forward to sharing in their success; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this 12<sup>th</sup> day of June 2024, do hereby congratulate the class of 2024 Chicago Latino Caucus Foundation Leadership Academy fellows: Alexander Cabrera, Alexis Smyser-De Leon, Ariana Correa, Berto Aguayo, Carlos Cornejo, Carlos Rivas, Elianne Bahena, Gilberto Ruiz, Gillian Pena, Hilario Dominguez, Jennifer Aguilar, Jesus Magana, Juan Covarrubias, Luis Cedeno Gallardo, Lyanne Alfaro, Maria Velazquez, Maya Rodriguez, Mitzi Ramos, Nancy Huynh, Nicolas Medina, Rafael Lopez, Ricardo Lopez, Roberto Valdez, Jr., Roberto Arroyo and Rolando Favela; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to each of these exemplary fellows as a token of our respect and of our best wishes for a successful and prosperous future.

---

**CONGRATULATIONS EXTENDED TO COMMUNITY LEADERSHIP FELLOWS CLASS OF 2024 ON GRADUATION.**

[R2024-0009676]

WHEREAS, The Community Leadership Fellows' cohort of West Side leaders will graduate on June 26, 2024; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Michael D. Rodriguez, Alderperson of the 22<sup>nd</sup> Ward; and

WHEREAS, Community Leadership Fellows identifies leaders within the communities of Austin, East Garfield Park, Little Village, North Lawndale, West Garfield Park and West Humboldt Park and provides them with the mentoring, networking and skill-building resources to amplify their impact in the neighborhoods in which they live, work and lead; and

WHEREAS, Community Leadership Fellows recognizes that the West Side of Chicago is full of talented individuals who know all too well that opportunities and resources are not always evenly distributed among their community; and

WHEREAS, Community Leadership Fellows was founded in 2021 to create opportunities to invest in homegrown leaders of color who will lead sustainable and vibrant communities; and

WHEREAS, The Community Leadership Fellows class of 2024 completed a year-long leadership experience that included workshops, site visits, trainings and collaborative learning exercises designed to set them on a path towards executive leadership; and

WHEREAS, The advisory and investors councils of Community Leadership Fellows would like to congratulate the cohort for successfully completing their program year and encourage them to continue to be a beacon of hope for their communities as alumni; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on June 12, 2024, do hereby congratulate the Community Leadership Fellows class of 2024: Derion Barnes, Coorey Dooley, Jasmin Graham, Jonathan Johnson, Anthony Jones, Elaine Marthel, Del Marie Nelson, Felicia Oliver, Jay Simon, Andrea Slaughter, David Anthony Velez, Edward Ward, Michelle Williams and Metasha Young; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to each of these exemplary fellows as a token of our respect and of our best wishes for a successful and prosperous future.

---

*Presented By*

**ALDERPERSON SIGCHO-LOPEZ (25<sup>th</sup> Ward):**

**TRIBUTE TO LATE LUCIA E. GUTIERREZ.**

[R2024-0010064]

WHEREAS, Lucia E. Gutierrez, born on March 28, 1927 and beloved wife to the late Raymond Gutierrez, Sr., passed away on May 30, 2024. Dearest mother of the late

Rosemarie Sierra, Maryjane Andrade, the late Steven Gutierrez, Raymond Gutierrez, Jr., the late Gloria Gene Arriaga (late Robert), Judy Anne Villareal (late Paulino), Robert Gutierrez, Sr., Richard Gutierrez (Virginia) and the late Peter Gutierrez (Connie); cherished grandmother of 27; and loving great-grandmother of many; and

WHEREAS, Lucia, known to many as Lucy, was a longtime resident of the Pilsen neighborhood in the City of Chicago, who made history by being appointed the first Mexican American committeewoman for the old 1<sup>st</sup> Ward in the mid-1970s; and

WHEREAS, Lucy was a longtime collaborator with Richard J. Daley, Michael Bilandic, Jane Byrne, Harold Washington, Eugene Sawyer and Richard M. Daley; worked with Congresswoman Cardiss Collins; and accomplished many great things for the City of Chicago and the Pilsen community; and

WHEREAS, An avid community activist, Lucy fought tirelessly alongside her late comrades: Raquel Guerrero, Lydia Romero, Senora Laredo and Susie Gonzalez. Together they were instrumental in acquiring the El Hogar del Niño daycare center, the Rudy Lozano Library, Benito Juarez High School and the Lower West Side Health Center; and

WHEREAS, She will be missed by her family and forever be remembered as a fighter for justice, warrior for her community and owner of a heart made of pure gold. A superwoman in every sense of the term, Lucia E. Guterrez, also known as Lucy, Ma Bear, Lancha and Wella, touched the lives of countless Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Council of the City of Chicago, do hereby honor Lucia E. Gutierrez, celebrate her momentous life and thank her for her service to Chicago and Pilsen.

---

*DECLARATION OF JUNE 24, 2024 AS "INTI RAYMI DAY" IN CHICAGO.*

[R2024-0010035]

WHEREAS, Every year when the Earth's Southern Hemisphere reaches its furthest distance from the sun, the Kichwa people gather to celebrate Inti Raymi or the "Festival of the Sun"; and

WHEREAS, It marks the solstice and the beginning of a new year in the Andes, while also honoring the Inca Sun God, Inti, and Mother Earth, Pachamama. This event takes place at the Inca walled complex of Sacsayhuaman with a dramatic reenactment of the traditional ceremony; and

WHEREAS, Today, Chicago is proud to join with the Kichwa nation to celebrate Inti Raymi right here in our great city; and

WHEREAS, To commemorate the new year, Kichwa Community of Chicago is hosting its annual celebrations, Inti Raymi Chicago 2024, taking place from June 17 to 19. This organization has done remarkable work promoting the culture and heritage of these indigenous peoples throughout Chicago, and this month's event is a wonderful opportunity to applaud its service to the community and our city; and

WHEREAS, Chicagoans of Kichwa descent make invaluable contributions to our city's economic vitality, cultural vibrancy and civic progress, and their shared culture and traditions help drive our collective spirit; and

WHEREAS, As the Kichwa peoples gather to celebrate the beginning of the new year, Chicagoans of all backgrounds recognize the tremendous achievements and rich traditions of this civilization and its descendants; and

WHEREAS, Establishing a day to recognize Inti Raymi is appropriate and necessary as a celebration of indigenous roots and diversity in our city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in this 12<sup>th</sup> day of June 2024, do hereby declare that the 24<sup>th</sup> of June 2024 will be officially recognized as "Inti Raymi Day" throughout Chicago.

---

*Presented By*

**ALDERPERSON FUENTES (26<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO FRANCISCA MORALES ON 107<sup>TH</sup> BIRTHDAY.**

[R2024-0009988]

WHEREAS, The City of Chicago takes great pride in recognizing individuals who have made remarkable contributions to our community; and

WHEREAS, Francisca "Paquita" Morales, a resident of Chicago's 26<sup>th</sup> Ward, is celebrating her 107<sup>th</sup> birthday on June 6, 2024, having been born on June 6, 1917 in El Barrio Palo Blanco, Corosal, Puerto Rico; and

WHEREAS, Paquita was born into a large, hardworking family of nine siblings. She is the second-oldest sibling, and her family worked in agriculture, planting bananas, cassava, vegetables and coffee; and

WHEREAS, Growing up without electricity or running water, Paquita vividly recalls bringing water from the river, collecting wood for the stove (fogón) and using an oil lamp (quinque) for light. She also raised chickens and sold eggs to support her family; and

WHEREAS, At the age of 18, Paquita married and had five children. She faced significant challenges after becoming a widow at the age of 35 but remained resilient and dedicated to her family, which has since grown to include numerous grandchildren and great-grandchildren; and

WHEREAS, Despite her modest beginnings and the obstacles she faced, Paquita emigrated to Chicago in the 1970s, settling on Potomac Street in the heart of the 26<sup>th</sup> Ward. Without knowing English, she worked diligently in a factory packing olives and successfully raised her family; and

WHEREAS, Upon her retirement, Paquita moved to Plaza Taíno Apartments on February 21, 1995, where she has become a beloved resident and integral part of Chicago's Puerto Rico Town community; and

WHEREAS, The residents of Plaza Taíno and the broader community cherish Paquita, celebrating her remarkable life and contributions to her community and family, embodying the values of hard work, resilience and faith; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, do hereby honor and commemorate the 107<sup>th</sup> birthday of Francisca "Paquita" Morales, recognizing her extraordinary life and the joy she continues to bring to those around her; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Francisca "Paquita" Morales as a token of our esteem and best wishes on this momentous occasion.

---

*Presented By*

**ALDERPERSON CARDONA (31<sup>st</sup> Ward):**

**TRIBUTE TO LATE DARRYL ROBINSON.**

[R2024-0010058]

WHEREAS, The City of Chicago mourns the loss of our cherished community member, Darryl Robinson; and

WHEREAS, The City of Chicago has been notified of Darryl's passing by the Honorable Felix Cardona, Jr., Alderperson of the 31<sup>st</sup> Ward; and

WHEREAS, Darryl was born in Gary, Indiana and moved with his family to Chicago in 1968, where he began forming lifelong friendships at Nettelhorst Elementary and later graduated from Lake View High School in 1978; and

WHEREAS, As an avid athlete, Darryl played basketball and track at Lake View High School, played college basketball on Briar Cliff University's NAIA Championship basketball team as a freshman before spending the rest of collegiate career at Division III MacMurray College, and even competed against professional basketball players in Europe; and

WHEREAS, Darryl earned a bachelor's degree in social work and marketing with a minor in deaf education from MacMurray College in Jacksonville, Illinois in 1982; and

WHEREAS, Darryl met the love of his life, Barbara Scott, playing for Lake View High School's basketball team while she was keeping stats for the opposing team, and they shared a lifelong romance filled with love and joy; and

WHEREAS, After serving as a family educator for neglected and at-risk youth at Maryville Academy, Darryl transitioned to a successful career in sales and management in the telecommunications industry and later worked as a union electrician with IBEW Local 134, focusing on fiber optics for over 20 years; and

WHEREAS, Darryl's passion for basketball extended to coaching, first as a coach to deaf children at the Hull House on Broadway and later for youth basketball at Kilbourn Park, AAU teams with Spartan Sports, as well as at his alma mater, Lake View High School; and

WHEREAS, With a deep commitment to helping young people, Darryl helped students secure scholarships and opportunities, maintaining lifelong connections with those he mentored and helping send students to MacMurray College as well as to Notre Dame University through his relationship with Maryville Academy; and

WHEREAS, Darryl's infectious joy and enthusiasm for life brought laughter to all who knew him, and he was always ready to offer advice, support and mentorship to anyone in need; and

WHEREAS, Darryl is survived by his loving wife, Barb; his sisters, Sharon McNeil, Rebecca Robinson, Edrina Robinson and Wendy Robinson; his brothers, Ricky Robinson and Michael Robinson (Miriam); his nieces, Andrea McNeil (Justin Leege) and Nina McNeil; his nephews, Michael McNeil, Ante Robinson, Jerod McNeil and Cy McNeil, who is also his godson; his godchildren, Hannah Amundsen and Zach Amundsen (Mackenzie); and his extended family and countless friends; now, therefore,

*Be It Resolved*, That the City of Chicago honors the memory of Darryl Robinson for his extraordinary contributions to our community and extend our deepest sympathies to his family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Darryl Robinson as a symbol of our respect and admiration for his remarkable life and enduring legacy.

---

**CONGRATULATIONS EXTENDED TO MARANATHA WORLD REVIVAL  
MINISTRIES ON 50<sup>TH</sup> ANNIVERSARY.**

[R2024-0010059]

WHEREAS, The City of Chicago recognizes and honors Maranatha World Revival Ministries for its unwavering dedication and significant contributions to our communities over the past 50 years; and

WHEREAS, The City of Chicago has been notified of this occasion by the Honorable Felix Cardona, Jr., Alderperson of the 31<sup>st</sup> Ward; and

WHEREAS, Maranatha World Revival Ministries, founded by Nahum and Minerva Rosario in 1974, has been a beacon of light and hope in the City of Chicago for five decades; and

WHEREAS, Nahum and Minerva Rosario, hailing from humble beginnings in Peña Pobre, Humacao and Naguabo, Puerto Rico, embraced the opportunities in Chicago to start a new life and contribute to the community; and

WHEREAS, Nahum, initially a teacher in the Chicago Public School system, felt a calling to serve the community in a more profound way, leading him to leave his teaching position to create a new kind of classroom dedicated to sharing hope and love through Jesus Christ; and

WHEREAS, What began in homes, basements and backyards rapidly grew, necessitating larger spaces for worship, starting with Maranatha Church's first location in Oak Park, followed by a move to North Avenue, and ultimately settling in its permanent home on Diversey Avenue; and

WHEREAS, Maranatha World Revival Ministries has always been more than just a place of worship, providing a sanctuary where individuals can rise from the ashes and find hope, feeding the hungry, embracing the forgotten and offering second chances to many in need; and

WHEREAS, Despite challenging times in our city, Maranatha Church has remained steadfast in its commitment to being a source of hope and support, both locally and internationally, with a mandate for “filling the earth with the glory of God”; and

WHEREAS, The legacy of Nahum and Minerva Rosario continues to thrive under the leadership of their son, Pastor Nisaac Rosario, and his wife, Cynthia Rosario, who have upheld and built upon the church’s mission; now, therefore,

*Be It Resolved*, That the City of Chicago hereby extends our heartfelt congratulations to Maranatha World Revival Ministries on its 50<sup>th</sup> anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Maranatha World Revival Ministries as a token of our respect and admiration for their enduring commitment to the people of Chicago.

---

*Presented By*

***ALDERPERSON WAGUESPACK (32<sup>nd</sup> Ward):***

***CONGRATULATIONS EXTENDED TO FRANCES BUSCEMI ON 103<sup>RD</sup> BIRTHDAY.***  
[R2024-0009796]

WHEREAS, Frances Buscemi turns 103 years old on July 27<sup>th</sup> 2024; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderperson Scott Waguespack of the 32<sup>nd</sup> Ward; and

WHEREAS, Frances was born in Chicago, Illinois and has lived in Chicago her entire life; and

WHEREAS, Frances graduated from Washburne Technical High School; and

WHEREAS, Frances married Mario Buscemi, a decorated World War II veteran, on May 12, 1946; and

WHEREAS, Frances has lived at her current home at 3452 North Claremont since 1952; and

WHEREAS, Frances and has been a beloved neighbor for decades; and

WHEREAS, Frances is a loving mother to her two daughters, Marie Buscemi and Tina Burns; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled do hereby honor the accomplishments and longevity of Frances Buscemi and extend our heartfelt congratulations to her on her 103<sup>rd</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Frances Buscemi as a symbol of our esteem.

---

*Presented By*

**ALDERPERSON CONWAY (34<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO BETH SWANSON ON FIFTH ANNIVERSARY AS CHIEF EXECUTIVE OFFICER OF A BETTER CHICAGO.**

[R2024-0010060]

WHEREAS, The members of the City Council of Chicago wish to congratulate Beth Swanson on her fifth anniversary as CEO of A Better Chicago, an organization investing in young people across our city; and

WHEREAS, The City Council has been notified of this work anniversary by the Honorable Bill Conway, Alderperson of the 34<sup>th</sup> Ward; and

WHEREAS, Since 2019, Beth Swanson has led A Better Chicago in their mission of investing in youth-serving nonprofits across Chicago; and

WHEREAS, Bringing experience from government and education, Ms. Swanson has led the organization to reach over 54,000 young people annually through life-changing opportunities and supported investments in leaders and initiatives embedded in their communities; and

WHEREAS, The growth of the organization under Ms. Swanson's leadership is a testament to her dedication to meaningful educational opportunities for Chicago's youth; 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 June 12, 2024, do hereby express our gratitude for the dedication of Beth Swanson to these important initiatives, and extend to her our best wishes for her continued work; and

*Be It Further Resolved*, That suitable copies of this resolution be printed to Beth Swanson as a token of our well wishes.

---

*Presented By*

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward),  
ALDERPERSON CONWAY (34<sup>th</sup> Ward),  
ALDERPERSON TALIAFERRO (29<sup>th</sup> Ward)  
And OTHERS:**

**DECLARATION OF JUNE 12, 2024 AS "WOMEN'S VETERANS DAY" IN CHICAGO.**  
[R2024-0009985]

A resolution, presented by Alderpersons Villegas, Conway, Taliaferro, Hopkins, Robinson, Gutiérrez, Cruz, Vasquez, Lawson, Gardiner, Hadden and Silverstein, reading as follows:

WHEREAS, June 12, 1948 marks the historic day when women were officially recognized as regular members of the United States military with the signing of the Women's Armed Services Integration Act; and

WHEREAS, Women have served, and continue to serve, with distinction in all branches of the United States Armed Forces, demonstrating exceptional courage, dedication and professionalism; and

WHEREAS, Women veterans have played critical roles in the defense and security of our nation, from serving in combat zones to fulfilling vital support and leadership positions; and

WHEREAS, Women veterans have made significant contributions during and after their military service, enriching our communities with their skills, leadership and civic engagement; and

WHEREAS, Women veterans face unique challenges, including access to healthcare, mental health services and the transition to civilian life, and it is our duty to ensure they receive the support and resources they deserve; and

WHEREAS, Illinois is home to thousands of women veterans whose sacrifices and valor are a source of pride and inspiration for all citizens; and

WHEREAS, It is fitting to set aside a day to honor and recognize the invaluable contributions of women veterans to our state and nation; now, therefore,

*Be It Resolved*, That we declare June 12, 2024 as "Women's Veterans Day" in the City of Chicago to commemorate the day women were officially added as regular members of the United States military, to recognize the critical role of women in the military forces and to commemorate the sacrifices and valor displayed by Illinois women veterans. Citizens of Chicago are encouraged to participate in activities and events that honor the service and sacrifices of women veterans on this day and throughout the year; and

*Be It Further Resolved*, That we pledge to support and advocate for the needs of women veterans, ensuring they receive the recognition, healthcare and opportunities they have rightfully earned; and

*Be It Further Resolved*, That we, the Mayor and the members of the Chicago City Council, pay tribute and express our gratitude to women veterans who have contributed so much to the defense of our nation.

---

*Presented By*

**ALDERPERSON SPOSATO (38<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO POLICE OFFICER RICK RIVERA ON SERVICE TO CITY OF CHICAGO AND ILLINOIS CHAPTER OF CONCERNS OF POLICE SURVIVORS.**

[R2024-0009986]

WHEREAS, IL C.O.P.S., the Illinois Chapter of Concerns of Police Survivors, is a nonprofit organization which provides crucial resources to assist in rebuilding the lives of families of fallen police officers that have been killed in the line of duty; and

WHEREAS, Chicago Police Officer Rick Rivera, currently assigned to unit number 544 at City Hall and a friend to many, is an avid supporter of this fine organization and will be completing his 12<sup>th</sup> bicycle ride at 60 years old to raise funds for and support this worthy cause; and

WHEREAS, It is a tragic statistic that every year over 100 police officers are killed in the line of duty, leaving their families, friends and coworkers to cope with this unfathomable loss, and IL C.O.P.S funds programs for therapy, kids' counseling, adult summer camp and various other family needs for the past 20 years; and

WHEREAS, Every July for the past 19 years, IL C.O.P.S. has hosted the "Cycle Across Illinois" charity bicycle ride. This intense ride requires participants to make the 340-mile trek from Alton, Illinois to Chicago, Illinois in just four days! Each rider is required to raise \$900 in pledges for this event; and

WHEREAS, Officer Rivera has lived a life of service, beginning in 1987, where he enlisted in the Army and was assigned to the 8<sup>th</sup> Infantry Division in Mannheim, Germany. After 20-plus years of military service, Officer Rivera retired from the United States Army in 2008, ending his career as part of the 35<sup>th</sup> Infantry Division right here in the City of Chicago at 5200 South Cottage Grove Avenue. Officer Rivera's life of service continues, having become a proud member of the Chicago Police Department on July 5, 1994; and

WHEREAS, Officer Rick Rivera encourages all alderpersons, staff, the Honorable Mayor Johnson and the people of this great city to support the families of fallen officers and the IL C.O.P.S. organization; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 12<sup>th</sup> day of June 2024 A.D., do hereby congratulate and honor CPD Police Officer Rick Rivera, Star Number 7218, for his years of service to our City, country and the Illinois Chapter of Concerns of Police Survivors organization, and we express our heartfelt gratitude and admiration for this stellar police officer and man; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to CPD Police Officer Rick Rivera.

---

*Presented By*

**ALDERPERSON VASQUEZ (40<sup>th</sup> Ward),  
ALDERPERSON GUTIÉRREZ (14<sup>th</sup> Ward),  
ALDERPERSON MOORE (17<sup>th</sup> Ward)  
And OTHERS:**

**RECOGNITION OF INTERIM MEMBERS OF COMMUNITY COMMISSION FOR  
PUBLIC SAFETY AND ACCOUNTABILITY FOR EXEMPLARY SERVICE AND  
DEDICATION TO CITY OF CHICAGO.**

[R2024-0009981]

A resolution presented by Alderpersons Vasquez, Gutiérrez, Moore, Rodríguez, Rodríguez-Sánchez, Manaa-Hoppenworth and Hadden reading as follows:

WHEREAS, The Chicago City Council passed the Community Commission for Public Safety and Accountability Ordinance in July 2021, creating a new model for police oversight, accountability and public safety; and

WHEREAS, Mayor Lori Lightfoot appointed seven members to the Interim Commission in August 2022; and

WHEREAS, The Interim Commission members are President Anthony Driver, Jr., Vice-President Remel Terry, Reverend Dr. Beth Brown, Oswaldo Gomez, Yvette Loizon, Cliff Nellis and Isaac Troncoso; and

WHEREAS, An interim commission was established to carry out the powers and duties outlined by the ordinance until the regular commission was appointed; and

WHEREAS, These interim commissioners have dedicated their time, expertise and commitment to ensuring the principles of transparency, accountability and community engagement were upheld in Chicago's public safety infrastructure; and

WHEREAS, Under their leadership, the Interim Commission led the historic search and nomination process for current Chicago Police Department superintendent, Larry Snelling; and

WHEREAS, The Interim Commission successfully conducted the selection and nomination process for current police board president, Kyle Cooper; and

WHEREAS, The Interim Commission approved a CPD general order that put the gang database within the commission's jurisdiction, reflecting a commitment to protecting Chicago's most vulnerable communities and promoting fair policing practices; and

WHEREAS, The Interim Commission strengthened a CPD policy prohibiting department members from membership in or affiliation with criminal organizations and from associations with known members of criminal organizations and hate groups; and

WHEREAS, The Interim Commission held crucial public hearings on officer wellness, public safety for workers and acoustic gunshot technology, facilitating important community dialogue to inform policy development; and

WHEREAS, The Interim Commission engaged with thousands of residents across Chicago during their tenure, ensuring that community voices were at the forefront of the commission's work and were incorporated into public safety policies; and

WHEREAS, The Interim Commission has demonstrated a commitment to justice, equity and police accountability, setting a strong foundation for the future work of the permanent commission; and

WHEREAS, Their efforts have not only advanced the goals of the ordinance, but have also contributed to making Chicago safer for all residents; and

WHEREAS, The Chicago City Council recognizes and commends the outstanding contributions and accomplishments of the Interim members of the Community Commission for Public Safety and Accountability; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, hereby honor and express our deepest gratitude to President Anthony Driver Jr., Vice-President Remel Terry, Reverend Dr. Beth Brown, Oswaldo Gomez, Yvette Loizon, Cliff Nellis and Isaac Troncoso for their exemplary service and dedication to the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to each member of the Interim Commission as a token of the city's appreciation and respect.

---

*Presented By*

**ALDERPERSON REILLY (42<sup>nd</sup> Ward):**

**CONGRATULATIONS EXTENDED TO GRANT PARK MUSIC FESTIVAL ON 90<sup>TH</sup> ANNIVERSARY AND DECLARATION OF JUNE 12, 2024 AS "GRANT PARK MUSIC FESTIVAL DAY" IN CHICAGO.**

[R2024-0009984]

WHEREAS, Civic leaders established the Grant Park Music Festival as a free, world-class concert series to uplift Chicagoans in 1935, during the Great Depression; and

WHEREAS, Ninety years later, the Grant Park Music Festival continues to delight, inspire and serve as a community gathering place for all Chicagoans; and

WHEREAS, The Grant Park Music Festival serves as a key cultural organization at Millennium Park, the Midwest's most visited tourist destination, and will be central to the Park's 20<sup>th</sup> anniversary celebration, featuring *Star Wars and More: the Music of John Williams* and an evening with award-winning Chicago native, Common, performing with the Grant Park Orchestra; and

WHEREAS, The Grant Park Music Festival now offers more than 200 free events between June 12 and August 17 at the Jay Pritzker Pavilion, as well as parks and community spaces across the city; and

WHEREAS, The festival commemorates its historic 90<sup>th</sup> season with a celebration of the 25-year tenure of artistic director and principal conductor, Carlos Kalmar, whose

unparalleled artistry, vision and leadership have advanced Downtown Chicago as a premiere summertime destination; and

WHEREAS, The Grant Park Music Festival is a leader in music education in Chicago, offering a day camp for the city's youngsters, master classes for area music students, performance opportunities for students from local music schools and an acclaimed fellowship for young, professional musicians from diverse backgrounds; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, assembled this 12<sup>th</sup> day of June 2024 A.D., do hereby commend the Grant Park Music Festival for its efforts to enrich, enlighten and uplift all of Chicago's residents and guests by presenting free, world-class classical music concerts; honors the festival on the occasion of its 90<sup>th</sup> anniversary; and declares Wednesday, June 12, 2024 "Grant Park Music Festival Day" in Chicago; and

*Be It Further Resolved*, That an official copy of this resolution be prepared and presented to the Grant Park Music Festival.

---

*Presented By*

**ALDERPERSON LAWSON (44<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO CHICAGO CITY SOCCER CLUB ON WINNING FIRST USL ACADEMY CUP TITLE.**

[R2024-0009677]

WHEREAS, The United Soccer League (USL) is a soccer organization originally founded in 1986 that organizes a strata of national three professional and two pre-professional men's and women's leagues, including the USL Championship, USL Super League, USL League One, USL League Two and USL W League; and

WHEREAS, USL academies provide a clearly defined path for top youth soccer prospects in their area to reach the professional level and sign directly with their senior team while improving local quality and community; and

WHEREAS, Chicago City Soccer Club (Chicago City) is a 501(c)3 nonprofit organization based in the City of Chicago focused on leading with kindness, compassion and empathy while creating a holistic approach to the long-term development of its student athletes on and off the field; and

WHEREAS, Chicago City is the first and only Illinois Youth Soccer Association 5-Star Club in the City of Chicago, drawing children from all wards of the city, and provides unique opportunities for both players and coaches throughout the region; and

WHEREAS, Chicago City is the first and only USL Academy program in the State of Illinois and the first and only Elite Club National League (ECNL) program in the city limits, thereby leading the way in creating a true player and coach pathway to top tier soccer for the region; and

WHEREAS, As part of its USL Academy program, Chicago City sent three teams to proudly represent the City of Chicago at the 2024 USL Academy Cup, held in Tampa, Florida in March of this year; and

WHEREAS, All three teams well represented Chicago, choosing to play the beautiful game beautifully; choosing thoughtful possession, ball movement and control; and thus, developing bodies and minds of its players over the reliance on athletic kick and run soccer that merely provides short-term results; and

WHEREAS, The 2011 boys team took top honors, winning the Select division, en route defeating teams from Florida, New Jersey and Tennessee, and did so playing smart, beautiful soccer and representing the club, our city and themselves in the best possible way, and for that, they are the pride of Chicago; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago, assembled this 12<sup>th</sup> day of June 2024, does hereby honor and congratulate Chicago City Soccer Club on its first USL Academy Cup title; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Nick Mulvaney, Chicago City Soccer Club's founder and CEO, as a token of our esteem and good wishes.

---

**RECOGNITION OF RYNE SANDBERG FOR EXTRAORDINARY PROFESSIONAL BASEBALL CAREER AND CONTRIBUTIONS TO CHICAGO CUBS.**

[R2024-0009678]

WHEREAS, On June 23, 2024, Hall of Fame second baseman, Ryne Sandberg, joined legendary Chicago Cubs, Ernie Banks, Ferguson Jenkins, Ron Santo, Billy Williams and famed broadcaster, Harry Caray, in having a statue in his honor erected on the plaza outside historic Wrigley Field; and

WHEREAS, Ryne Sandberg set career records among second basemen for home runs, fielding percentage and consecutive errorless games in a season; earned nine Gold Gloves, collected seven Silver Slugger Awards and led the league in scoring three times; and played in ten All-Star games. He recorded 2,385 hits with the Cubs and won the National League's Most Valuable Player Award in 1984; and

WHEREAS, Ryne Sandberg led the 1984 Cubs to the team's first postseason appearance since 1945, highlighted by his performance on June 23, 1984, in what would become known as the "Sandberg Game", where he went five-for-six with game-tying home runs against Cardinals' closer, Bruce Sutter, in both the 9<sup>th</sup> and 10<sup>th</sup> innings to lead the Cubs past the Cardinals; and

WHEREAS, Ryne Sandberg was named a National League All-Star ten times and won the Home Run Derby at Wrigley Field in 1990. Sandberg was the all-time leader in fielding percentage (.989%) as a second baseman at the time of his retirement and held the record for the longest errorless streak by a second baseman at 123 consecutive games; and

WHEREAS, Ryne Sandberg was elected to the National Baseball Hall of Fame and had his number retired by the Cubs in 2005, following a distinguished 15-season career with the team, during which he retired as the MLB leader in home runs (282) by a second baseman; and

WHEREAS, Sandberg remains an involved member of the Cubs organization, serving as a Cubs ambassador and regularly attending events and charitable opportunities on behalf of the team. With a career standing as a testament to excellence, dedication and the impact of sportsmanship both on and off the field, his achievements and contributions to the game of baseball and the City of Chicago have earned him a permanent place in the hearts of fans and the annals of baseball history; and

WHEREAS, The Honorable Bennett R. Lawson, Alderperson of the 44<sup>th</sup> Ward, in whose ward the friendly confines of Wrigley Field is located, has informed this august body of the significant honor bestowed on this renowned athlete; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council gathered this 12<sup>th</sup> day of June 2024, hereby salute Ryne Sandberg for his extraordinary career, recognize his contributions to the Chicago Cubs and extend our deepest gratitude to Ryne Sandberg for his dedication to the sport of baseball, his embodiment of the spirit and values that define the City of Chicago, as well as celebrate his ongoing legacy as commemorated by the unveiling of his statue at Wrigley Field on June 23, 2024; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ryne Sandberg as a token of our esteem and admiration.

*Presented By*

**ALDERPERSON GARDINER (45<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO ANDREW AND PAMELA BATORSKI ON 50<sup>TH</sup> WEDDING ANNIVERSARY.**

[R2024-0010029]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest anniversary wishes to Andrew and Pamela Batorski (Czahor) in honor of their 50<sup>th</sup> golden anniversary on June 22, 2024; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Andrew and Pamela Batorski on this momentous occasion as recognition for being stellar residents of the City of Chicago; and

WHEREAS, Both Andrew, son of William and Kasma Batorski, and Pamela, daughter of Stanley and Helen Czahor, were raised in Jefferson Park, and both attended Our Lady of Victory School in Chicago. Andrew's family resided at 4955 West Wilson Avenue, and Pamela's family resided at 5134 West Cullom Avenue; and

WHEREAS, Andrew and Pamela met through Pamela's brother, Stanley "Bud" Czahor, as he and Andrew were close friends from grammar school through college; and

WHEREAS, Andrew and Pamela's first date was attending a Chicago Blackhawks game at the old Chicago Stadium in the upper-level standing-room-only section with a trip to Jimmy's Hot Dog stand afterwards; and

WHEREAS, Andrew and Pamela entered into the Sacrament of Holy Matrimony on June 22, 1974 at a mass offered by Reverend Father Francis R. Nolan at Our Lady of Victory Church in Chicago; and

WHEREAS, Andrew and Pamela purchased their first home located at 6122 North Leader Avenue on August 1, 1980, relocating to the Edgebrook neighborhood where they raised their only daughter, Chrissy (Steven Peacock). And they now have one handsome little grandson, William "Liam" James Peacock; and

WHEREAS, Andrew spent the majority of his career as an inside salesman with Aetna Plywood which was located at 1731 North Elston Avenue in Chicago before they relocated to Maywood, Illinois in 2001. Andrew retired in 2013 after dedicating 38 years to the company; and

WHEREAS, Pamela was a dedicated Catholic school teacher in the neighborhoods closest to their home. She worked at Queen of all Saints School in the Sauganash

neighborhood for four years and then at Saint Mary of the Woods School in the Wildwood neighborhood for 27 years. She retired in 2014 after a total of 31 years as an educator with the Archdiocese 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 12<sup>th</sup> day of June 2024, do hereby congratulate Andrew and Pamela Batorski on the occasion of their golden anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Andrew and Pamela Batorski.

---

*GRATITUDE EXTENDED TO MATTHEW BEAUDET FOR VALUED SERVICE AND DEDICATION TO CITY OF CHICAGO.*

[R2024-0009978]

WHEREAS, Matthew Beudet is a fifth-generation Chicagoan born in Logan Square in 1963 to Andrew and Helen (nee Joiner) Beudet and raised in Old Irving Park, graduating from St. Edward's grade school and Weber High School; and

WHEREAS, Matt stayed in Chicago for his secondary education and obtained his B.S. from Loyola University and his J.D. from The John Marshall Law School; and

WHEREAS, Matt began a 36-year career in public service in 1988, starting as an unpaid intern in the Cook County State's Attorney's Office; and

WHEREAS, Matt's public service includes serving the people in multiple state, county and city agencies; and

WHEREAS, Matt proudly served his fellow Chicagoans as the assistant director of the Department of Administrative Hearings, the first deputy commissioner of the Department of Public Health, and the first deputy commissioner and commissioner of the Department of Buildings; and

WHEREAS, Matt brought numerous improvements and innovations to City government, including modernizing the City permit and inspection processes and the Chicago Building Code, as well as leading the city through the H1N1 and COVID-19 pandemics; and

WHEREAS, True to his roots as a Chicago neighborhood guy, Matt was proud to personally be in every community in Chicago and ensure that every community in Chicago received full City services and every Chicagoan was treated fairly and with compassion and dignity; and

WHEREAS, Matt led by example, going out on inspections, working the customer counter, personally responding to after-hour and weekend emergencies, including on Thanksgiving and Father's Day, and even continuing to go out in the field after tearing his meniscus on a Sunday night emergency inspection; and

WHEREAS, As an enrolled citizen of the Montaukett Tribe, Matt made history as the first Native American to lead a City of Chicago agency and is an active member and leader in the Native American community; and

WHEREAS, Matt has been a lifelong contributor to his community, serving on the Hawthorne Elementary and Lane Tech Local School Councils, volunteering in the CPS Real Men Read program and volunteering as a youth sports referee, among others; and

WHEREAS, Matt has received numerous professional and community honors and awards; and

WHEREAS, Matt and his wife, Laurie, raised their two children, Katelyn and Andrew, in his Old Irving Park childhood neighborhood and still reside there today; and

WHEREAS, Matt has earned the respect of his City Hall colleagues, the private sector and all communities of Chicago for his service, dedication, compassion and fairness; now, therefore,

*Be It Resolved*, That we, the Mayor and members of City Council of the City of Chicago, gathered here this 12<sup>th</sup> day of June 2024 A.D., do hereby express our gratitude to Matthew Beudet for his valued service and dedication to the people of Chicago and wish him and his family all the best in their future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Matthew Beudet.

---

*GRATITUDE EXTENDED TO MICHAEL WERNER FOR MILITARY SERVICE.*

[R2024-0010031]

WHEREAS, Michael Werner served his country with valor and great distinction when he was drafted into the United States Navy in 1945 and was honorably discharged that same year when World War II ended. Michael was drafted again in 1951 into the United States Army; and

WHEREAS, Michael was stationed at Fort Lee, Virginia until he was deployed to Incheon, South Korea; and

WHEREAS, Michael was a corporal and drove 2.5-ton trucks moving heavy artillery and ammunition to the front via convoy; and

WHEREAS, Michael was honorably discharged in 1951 after earning numerous medals: the National Defense Medal, Korean Service Medal with four Bronze Service Stars, Meritorious Unit Commendation with one Bronze Oak Leaf Cluster, United Nations Service Medal, Korean War Service Medal and the Republic of Korea -- Presidential Unit Citation; and

WHEREAS, Michael married his wife in October 1953, and they raised two daughters; and

WHEREAS, Michael worked in the upholstering industry business at Homer Bros. until he retired; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our military and extend our sincerest gratitude for the sacrifices made by Michael; now, therefore,

*Be It Resolved*, That we, the Mayor and members of City Council of the City of Chicago, gathered here this 12<sup>th</sup> day of June 2024 A.D., do hereby express our gratitude to Michael Werner for his military service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Michael Werner.

---

CONGRATULATIONS EXTENDED TO WAFAA AL-MAJTHOUB ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0010016]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Wafaa Al-Majthoub in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Wafaa Al-Majthoub 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 12<sup>th</sup> day of June 2024, do hereby congratulate Wafaa Al-Majthoub on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Wafaa Al-Majthoub.

---

*CONGRATULATIONS EXTENDED TO MARTA ANDRYS ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0009995]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Marta Andrys in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Marta Andrys 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 12<sup>th</sup> day of June 2024, do hereby congratulate Marta Andrys on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marta Andrys.

---

*CONGRATULATIONS EXTENDED TO CHARLIS BARNDRO ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0010014]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Charlis Barndro in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Charlis Barndro 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 12<sup>th</sup> day of June 2024, do hereby congratulate Charlis Barndro on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Charlis Barndro.

*CONGRATULATIONS EXTENDED TO DEBORAH CANTAFIO ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0009996]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Deborah Cantafio in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Deborah Cantafio 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 12<sup>th</sup> day of June 2024, do hereby congratulate Deborah Cantafio on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Deborah Cantafio.

---

*CONGRATULATIONS EXTENDED TO EVE ESTRADA ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0009997]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Eve Estrada in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Eve Estrada 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 12<sup>th</sup> day of June 2024, do hereby congratulate Eve Estrada on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Eve Estrada.

---

*CONGRATULATIONS EXTENDED TO MICHAEL HEIDER ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0010013]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Michael Heider in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Michael Heider 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 12<sup>th</sup> day of June 2024, do hereby congratulate Michael Heider on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Michael Heider.

---

*CONGRATULATIONS EXTENDED TO ROY HULL ON 91<sup>ST</sup> BIRTHDAY.*

[R2024-0010024]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Roy Hull in honor of his 91<sup>st</sup> birthday; and

WHEREAS, Roy Hull is a retired Chicago police officer, and during his career he upheld the finest traditions of the Chicago Police Department; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Roy Hull 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 12<sup>th</sup> day of June 2024, do hereby congratulate Roy Hull on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Roy Hull.

---

*CONGRATULATIONS EXTENDED TO PHILLIP KERSCHKE ON 85<sup>TH</sup> BIRTHDAY.*

[R2024-0010012]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Phillip Kerschke in honor of his 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Phillip Kerschke 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 12<sup>th</sup> day of June 2024, do hereby congratulate Phillip Kerschke on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Phillip Kerschke.

---

*CONGRATULATIONS EXTENDED TO RITA KROLL ON 85<sup>TH</sup> BIRTHDAY.*

[R2024-0009998]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Rita Kroll in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Rita Kroll 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 12<sup>th</sup> day of June 2024, do hereby congratulate Rita Kroll on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rita Kroll.

---

*CONGRATULATIONS EXTENDED TO ANN LYNCH ON 91<sup>ST</sup> BIRTHDAY.*

[R2024-0010003]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Ann Lynch in honor of her 91<sup>st</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Ann Lynch 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 12<sup>th</sup> day of June 2024, do hereby congratulate Ann Lynch on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ann Lynch.

---

**CONGRATULATIONS EXTENDED TO CHRISTINE MASTER ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0010018]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Christine Master in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Christine Master 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 12<sup>th</sup> day of June 2024, do hereby congratulate Christine Master on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Christine Master.

---

**CONGRATULATIONS EXTENDED TO MARY MC INERNEY ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0010000]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mary McInerney in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mary McInerney 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 12<sup>th</sup> day of June 2024, do hereby congratulate Mary McInerney on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mary McInerney.

---

CONGRATULATIONS EXTENDED TO EMILIANO RODRIGUEZ ON 80<sup>TH</sup> BIRTHDAY.

[R2024-0010009]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Emiliano Rodriguez in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Emiliano Rodriguez 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 12<sup>th</sup> day of June 2024, do hereby congratulate Emiliano Rodriguez on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Emiliano Rodriguez.

---

CONGRATULATIONS EXTENDED TO YUMINA SANCHEZ ON 70<sup>TH</sup> BIRTHDAY.

[R2024-0010002]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Yumina Sanchez in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Yumina Sanchez 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 12<sup>th</sup> day of June 2024, do hereby congratulate Yumina Sanchez on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Yumina Sanchez.

*CONGRATULATIONS EXTENDED TO SUSY SCHULTZ ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0010017]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Susy Schultz in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Susy Schultz 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 12<sup>th</sup> day of June 2024, do hereby congratulate Susy Schultz on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Susy Schultz.

---

*CONGRATULATIONS EXTENDED TO MARGARET STURM ON 75<sup>TH</sup> BIRTHDAY.*  
[R2024-0010005]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Margaret Sturm in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Margaret Sturm 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 12<sup>th</sup> day of June 2024, do hereby congratulate Margaret Sturm on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Margaret Sturm.

---

*CONGRATULATIONS EXTENDED TO BONNIE TAMILLO ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0010022]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Bonnie Tamillo in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Bonnie Tamillo 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 12<sup>th</sup> day of June 2024, do hereby congratulate Bonnie Tamillo on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Bonnie Tamillo.

---

CONGRATULATIONS EXTENDED TO GERTRUDE TICHELAAR ON  
85<sup>TH</sup> BIRTHDAY.

[R2024-0010023]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Gertrude Tichelaar in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Gertrude Tichelaar 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 12<sup>th</sup> day of June 2024, do hereby congratulate Gertrude Tichelaar on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Gertrude Tichelaar.

---

CONGRATULATIONS EXTENDED TO RONALD WATANABE ON 65<sup>TH</sup> BIRTHDAY.

[R2024-0010007]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Ronald Watanabe in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Ronald Watanabe 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 12<sup>th</sup> day of June 2024, do hereby congratulate Ronald Watanabe on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ronald Watanabe.

---

**CONGRATULATIONS EXTENDED TO DORENE WIESE ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0010019]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Dorene Wiese in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Dorene Wiese 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 12<sup>th</sup> day of June 2024, do hereby congratulate Dorene Wiese on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Dorene Wiese.

---

**CONGRATULATIONS EXTENDED TO JACKIE WILSON ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0010004]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jackie Wilson in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jackie Wilson 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 12<sup>th</sup> day of June 2024, do hereby congratulate Jackie Wilson on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Jackie Wilson.

*Presented By*

**ALDERPERSON SILVERSTEIN (50<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO DECALOGUE SOCIETY OF LAWYERS ON 90<sup>TH</sup> ANNIVERSARY.**

[R2024-0009757]

WHEREAS, The Decalogue Society of Lawyers will celebrate its 90<sup>th</sup> anniversary on July 11, 2024; and

WHEREAS, The Decalogue Society of Lawyers was founded in 1934 to fight anti-Semitism and all forms of discrimination and intolerance; and

WHEREAS, The Decalogue Society of Lawyers is the oldest Jewish Bar Association in the United States; and

WHEREAS, The Decalogue Society of Lawyers promotes public education and legal action to protect the rights and privileges of all people; and

WHEREAS, The Decalogue Society of Lawyers has remained ever vigilant against public and private practices which perpetuate racial and religious hatred or are insensitive of the needs of Jewish people; and

WHEREAS, The Decalogue Society of Lawyers' members participate in social action, render useful community service and cooperate in movements for the public welfare; and

WHEREAS, The Decalogue Society of Lawyers provides free continuing legal education to assist its members in becoming better informed and skilled lawyers; and

WHEREAS, The Decalogue Society of Lawyers supports student chapters at Illinois law schools, to encourage law students and young lawyers to incorporate the ideals of religious freedom, racial tolerance and public service into their future careers; and

WHEREAS, For 90 years, the Decalogue Society of Lawyers' members have worked diligently to bring increased dignity and honor to the legal profession; now, therefore,

*Be It Resolved*, That we, the members of the City Council of the City of Chicago, assembled here this 12<sup>th</sup> day of June 2024, express congratulations to the Decalogue Society of Lawyers on its 90<sup>th</sup> anniversary on July 11, 2024; to its outgoing president, Judge Megan Goldish; to its incoming president, Attorney Joel B. Bruckman; and to all members of its executive committee and board of managers; and

*Be It Further Resolved*, That a suitable copy of this resolution be spread upon the official *Proceedings* of this honorable body and that an official copy of the same be tendered to the Decalogue Society of Lawyers.

**MATTERS PRESENTED BY THE ALDERPERSONS.**

**(Presented By Wards, In Order, Beginning  
With The 1<sup>st</sup> Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

---

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

---

*Referred* -- ESTABLISHMENT OF STANDING ZONE AT 3602 N. LAKEWOOD AVE.  
[O2024-0009813]

Aldersperson Lawson (44<sup>th</sup> Ward) presented a proposed ordinance to establish a 30-minute standing zone at 3602 North Lakewood Avenue, requiring the use of flashing lights, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

---

*Referred* -- INSTALLATION OF PARKING METERS ON PORTIONS OF N. BINGHAM ST. AND W. ARMITAGE AVE.

[O2024-0010173]

Aldersperson La Spata (1<sup>st</sup> Ward) presented a proposed ordinance for the installation of parking meters on the west side of North Bingham Street, from West Armitage Avenue and going north to the first alley; on both sides of West Armitage Avenue, from North Rockwell Street going east to the CTA Blue Line tracks; and on the north side of West Armitage Avenue, from North California Avenue going east to North Fairfield Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- REMOVAL OF PARKING METERS AND INSTALLATION OF "NO PARKING TOW-AWAY ZONE" ON PORTION OF N. MILWAUKEE AVE.

[O2024-0010175]

Aldersperson La Spata (1<sup>st</sup> Ward) presented a proposed ordinance for the removal of parking meters on the west side of North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue, and for the installation of a no parking tow-away zone in lieu thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

---

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<b>ROBINSON</b> (4 <sup>th</sup> Ward)	South Drexel Avenue, at 4542 (Handicapped Parking Permit 134067); [O2024-0009874]
	South Ellis Avenue, at 4411 (Handicapped Parking Permit 134126); [O2024-0009875]
<b>HALL</b> (6 <sup>th</sup> Ward)	South Wabash Avenue, at 7349 (handicapped permit parking); [O2024-0009793]
<b>HARRIS</b> (8 <sup>th</sup> Ward)	South Cregier Avenue, at 8625 (Handicapped Parking Permit 132995); [O2024-0009863]
<b>RAMIREZ</b> (12 <sup>th</sup> Ward)	South Maplewood Avenue, at 4136 (Handicapped Parking Permit 130537); [O2024-009907]

## Aldersperson

## Location And Permit Number

South Montgomery Avenue, at 4047 (Handicapped Parking Permit 133525);

[O2024-009799]

South Talman Avenue, at 4607 (Handicapped Parking Permit 133465);

[O2024-0009794]

South Trumbull Avenue, at 4349 (Handicapped Parking Permit 133394);

[O2024-0009790]

South Whipple Street, at 4604 (Handicapped Parking Permit 132262);

[O2024-0009792]

West 38<sup>th</sup> Place, at 2731 (Handicapped Parking Permit 133050);

[O2024-0010063]

*GUTIÉRREZ*

(14<sup>th</sup> Ward)

South Maplewood Avenue, at 5368 (Handicapped Parking Permit 133714);

[O2024-0010186]

*COLEMAN*

(16<sup>th</sup> Ward)

West 53<sup>rd</sup> Place, at 2137 (Handicapped Parking Permit 133268);

[O2024-0010084]

*CURTIS*

(18<sup>th</sup> Ward)

West 80<sup>th</sup> Street, at 2055 (Handicapped Parking Permit 128996);

[O2024-0009797]

*O'SHEA*

(19<sup>th</sup> Ward)

South California Avenue, at 10055 (handicapped permit parking);

[O2024-0009866]

South Oakley Avenue, at 9752 (handicapped permit parking);

[O2024-0009867]

6/12/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

13643

Aldersperson

Location And Permit Number

*BURNETT*  
(27<sup>th</sup> Ward)

North Homan Avenue, at 851 (Handicapped Parking Permit 133279);  
[O2024-0009800]

North Hudson Avenue, at 1365 (Handicapped Parking Permit 126745);  
[O2024-0009821]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

West Van Buren Street, at 4933 (handicapped permit parking);  
[O2024-0009855]

*CARDONA*  
(31<sup>st</sup> Ward)

West Barry Avenue, at 4024 (Handicapped Parking Permit 133469);  
[O2024-0010069]

West Schubert Avenue, at 4950 (Handicapped Parking  
Permit 133644);  
[O2024-0010071]

*WAGUESPACK*  
(32<sup>nd</sup> Ward)

North Claremont Avenue, at 3452 (Handicapped Parking  
Permit 130737);  
[O2024-0009862]

*RAMIREZ-ROSA*  
(35<sup>th</sup> Ward)

West Diversey Avenue, at 3309 (Handicapped Parking Permit 133359);  
[O2024-0009868]

West Diversey Avenue, at 3236 (signs to be posted at 2744 North  
Sawyer Avenue) (Handicapped Parking Permit 133491);  
[O2024-0009870]

North Spaulding Avenue, at 2803 (Handicapped Parking  
Permit 133422);  
[O2024-0009869]

*MITTS*  
(37<sup>th</sup> Ward)

North Long Avenue, at 1748 (Handicapped Parking Permit 133304);  
[O2024-0009686]

Aldersperson

Location And Permit Number

*SPOSATO*  
(38<sup>th</sup> Ward)

North Pittsburgh Avenue, at 3721 (Handicapped Parking Permit 133297);

[O2024-0010092]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

North Leavitt Street, at 6335 (Handicapped Parking Permit 133401);

[O2024-0009864]

North Mozart Street, at 6121 (Handicapped Parking Permit 131837).

[O2024-0010001]



*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:

Aldersperson

Location And Permit Number

*QUINN*  
(13<sup>th</sup> Ward)

Amend ordinance which reads: "South Kolin Avenue, at 5522 (Handicapped Parking Permit 92516)" by striking the above;

[O2024-0010034]

Amend ordinance which reads: "South Monitor Avenue, at 5525 (Handicapped Parking Permit 120741)" by striking the above;

[O2024-0010032]

Amend ordinance which reads: "South Natchez Avenue, at 6240 (Handicapped Parking Permit 125155)" by striking the above;

[O2024-0010026]

Aldersperson	Location And Permit Number
<i>GUTIÉRREZ</i> (14 <sup>th</sup> Ward)	Repeal ordinance which reads: "South Knox Avenue, at 4940 (Handicapped Parking Permit 130117)"; [O2024-0010185]
<i>TALIAFERRO</i> (29 <sup>th</sup> Ward)	Repeal ordinance passed September 8, 2011, <i>Journal of the Proceedings of the City of Chicago</i> , page 7225, which reads: "prohibition against parking (except for disabled) Handicapped Parking Permit 72841" by striking the above; [O2024-0009983]
<i>CARDONA</i> (31 <sup>st</sup> Ward)	Amend ordinance which reads: "North LeClaire Avenue, at 2739 (Handicapped Parking Permit 122607)" by striking the above; [O2024-0010072]  Amend ordinance which reads: "North Lowell Avenue, at 2919 (Handicapped Parking Permit 114594)" by striking the above; [O2024-0010075]
<i>SILVERSTEIN</i> (50 <sup>th</sup> Ward)	Amend ordinance which reads: "North Bell Avenue, at 6967 (Handicapped Parking Permit 116736)" by striking the above; [O2024-0009731]  Amend ordinance which reads: "West Rosemont Avenue, at 2724 (Handicapped Parking Permit 132615)" by striking the above. [O2024-0009730]

---

*Referred* -- INSTALLATION OF "NO PARKING EXCEPT SCHOOL PERSONNEL" SIGNS AT 1200 W. ADAMS ST.

[O2024-0010187]

Aldersperson Burnett (27<sup>th</sup> Ward) presented a proposed ordinance for the installation of "no parking except school personnel" signs at 1200 West Adams Street (Skinner West School) to be in effect from 6:00 A.M. to 7:00 P.M., Mondays through Saturdays, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred -- REMOVAL OF "NO PARKING" SIGNS.*

The alderpersons named below presented proposed ordinances for the removal of previously installed "no parking" signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Type Of Sign
<b>RAMIREZ</b> (12 <sup>th</sup> Ward)	Rescind rush hour parking restrictions on West 35 <sup>th</sup> Street, from South Ashland Avenue to South Western Boulevard; [O2024-0010080]
<b>RAMIREZ-ROSA</b> (35 <sup>th</sup> Ward)	Repeal ordinance previously passed on July 1, 1970, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8850, which reads: "North Washtenaw Avenue (east side) from West Belmont Avenue to the alley south thereof -- no parking -- 8:00 A.M. to 5:00 P.M. -- except Saturdays and Sundays". [O2024-0009876]

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.*

The alderpersons named below presented proposed ordinances to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
<b>RAMIREZ</b> (12 <sup>th</sup> Ward)	4000 -- 4159 South Campbell Avenue (both sides) -- Residential Permit Parking Zone 904 -- at all times -- all days; [O2024-0009803]

6/12/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

13647

Aldersperson            Location, Distance And Time

**BURNETT**  
(27<sup>th</sup> Ward)

1652 -- 1654 West Walnut Street (north side) -- residential permit parking -- at all times -- all days.

[O2024-0010098]

---

*Referred* -- REPEAL OF RESIDENTIAL PERMIT PARKING ZONE 383.

[O2024-0009844]

Aldersperson Lawson (44<sup>th</sup> Ward) presented a proposed ordinance to repeal Residential Permit Parking Zone 383 on the east side of North Seminary Avenue, from West Waveland Avenue to the first alley north thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

---

*Referred* -- ESTABLISHMENT OF BUFFER ZONE FOR RESIDENTIAL PERMIT PARKING ZONE 96.

[O2024-0010174]

Aldersperson La Spata (1<sup>st</sup> Ward) presented a proposed ordinance to establish a buffer zone for Residential Permit Parking Zone 96 at 2400 -- 2456 North Milwaukee Avenue, excluding 2416 -- 2430 North Milwaukee Avenue/2930 -- 2950 West Fullerton Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

---

*Referred* -- ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE 027.

[O2024-0009872]

Aldersperson Burnett (27<sup>th</sup> Ward) presented a proposed ordinance to establish Industrial Permit Parking Zone 027 on the east side of North Artesian Avenue, from West Grand Avenue to the first alley south thereof (455 North Artesian Avenue), to be in effect 6:00 A.M. to 7:00 P.M., Monday through Saturday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- INSTALLATION OF NO PARKING TOW-AWAY ZONES.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to install "no parking/tow-away zone" signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Type Of Sign
<i>HOPKINS</i> (2 <sup>nd</sup> Ward)	West Germania Place (south side) from North Clark Street westward towards North Sandburg Terrace (or the approximate of the driveway located mid-block) -- no parking/tow-away zone -- at all times -- all days; [O2024-0009952]
<i>CONWAY</i> (34 <sup>th</sup> Ward)	West Lake Street (south side) from North Desplaines Street to a point 80 feet west thereof -- no parking/tow-away zone -- at all times -- all days; [O2024-0010090]
<i>REILLY</i> (42 <sup>nd</sup> Ward)	West Hubbard Street (both sides) from North Wells Street to North Orleans Street -- 11:00 P.M. to 6:00 A.M. -- all days (public benefit); [O2024-0010190]
<i>GARDINER</i> (45 <sup>th</sup> Ward)	North Kilpatrick Avenue (both sides) from West Irving Park Road to West Cuyler Avenue -- no stopping, no standing, no parking/tow-away zone -- at all times -- all days (public benefit). [O2024-0009880]

---

*Referred* -- AMENDMENT OF NO PARKING TOW-AWAY ZONES.

Aldersperson Harris (8<sup>th</sup> Ward) presented proposed ordinances directing the

Commissioner of Transportation to amend no parking/tow-away zones at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Amend ordinance which was passed May 14, 1980, *Journal of the Proceedings of the City Council of the City of Chicago*, page 3124, which reads: "South Cornell Avenue (both sides) from East 75<sup>th</sup> Street to East 76<sup>th</sup> Street -- no parking anytime" by striking the above and inserting in lieu thereof: "South Cornell Avenue (both sides) from East 75<sup>th</sup> Street to East 76<sup>th</sup> Street -- no parking/tow-away zone (public benefit)";

[O2024-0010181]

Amend ordinance which was passed March 21, 1977 *Journal of the Proceedings of the City Council of the City of Chicago*, page 5077, which reads: "South Stony Island Avenue (east side) from a point 170 feet south of East 75<sup>th</sup> Street to a point 130 feet south thereof -- no parking anytime" by striking the above and inserting in lieu thereof: "South Stony Island Avenue (east side) from East 76<sup>th</sup> Street north to East 75<sup>th</sup> Street -- no parking/tow-away zone (public benefit)".

[O2024-0010182]

---

*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:

Aldersperson	Location And Type Of Sign
CHICO (10 <sup>th</sup> Ward)	South Avenue H and East 114 <sup>th</sup> Street -- "All-Way Stop"; [O2024-0010041]
	South Ewing Avenue and East 107 <sup>th</sup> Street -- "All-Way Stop"; [O2024-0010045]
	East 109 <sup>th</sup> Street and South Avenue L -- "All-Way Stop"; [O2024-0009801]

Aldersperson

Location And Type Of Sign

*LOPEZ*(15<sup>th</sup> Ward)South Talman Avenue and West 57<sup>th</sup> Street -- "All-Way Stop";  
[O2024-0009861]West 60<sup>th</sup> Street and South Mozart Street -- "All-Way Stop";  
[O2024-0009859]West 65<sup>th</sup> Street and South Hermitage Avenue -- "All-Way Stop";  
[O2024-0009860]*RODRÍGUEZ*(22<sup>nd</sup> Ward)West 32<sup>nd</sup> Street and South Springfield Avenue -- "All-Way Stop";  
[O2024-0009732]*WAGUESPACK*(32<sup>nd</sup> Ward)West Shakespeare Avenue and North Dominick Street -- "All-Way  
Stop";  
[Or2024-0009969]*CONWAY*(34<sup>th</sup> Ward)South Jefferson Street and West Congress Parkway -- "Stop";  
[O2024-0010088]*NAPOLITANO*(41<sup>st</sup> Ward)West Giddings Street and North Narragansett Avenue -- "Two-Way  
Stop";  
[Or2024-0010189]*MARTIN*(47<sup>th</sup> Ward)North Ravenswood Avenue and West Larchmont Avenue -- "Stop".  
[Or2024-0010192]

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 BURNETT (27<sup>th</sup> Ward):**

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-J bounded by:

a line 70 feet north of and parallel to the alley next north of and parallel to West Ferdinand Street; North Lawndale Avenue; a line 44 feet north of and parallel to West Ferdinand Street; and the alley next west of and parallel to North Lawndale Avenue (common address: 520 North Lawndale Avenue).

[O2024-0009896]

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-J bounded by:

a line 123.9 feet south of and parallel to the alley next south of and parallel to West Ohio Street; North Lawndale Avenue; a line 149.9 feet south of and parallel to West Ohio Street; and the alley next west of and parallel to North Lawndale Avenue (common address: 530 North Lawndale Avenue).

[O2024-0009900]

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-J bounded by:

a line 225 feet south of and parallel to West Ohio Street; the alley next east of and parallel to North Lawndale Avenue; a line 250 feet south of and parallel to West Ohio Street; and North Lawndale Avenue (common address: 535 North Lawndale Avenue).

[O2024-0009903]

*BY ALDERPERSON VASQUEZ (40<sup>th</sup> Ward):*

To classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District, C1-2 Neighborhood Commercial District, C2-2 Motor Vehicle-Related Commercial District, and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Numbers 17-H and 17-I bounded by:

West Catalpa Avenue; North Western Avenue; a line 935 feet north of and parallel to West Berwyn Avenue; a line 630 feet east of and parallel to North Western Avenue; a line 795 feet north of and parallel to West Berwyn Avenue; a line 795 feet east of and parallel to North Western Avenue; a line 729 feet north of and parallel to West Berwyn Avenue; a diagonal line 141.48 feet traveling southeasterly from a point 1,193.51 feet east of North Western Avenue and 729 feet north of West Berwyn Avenue to the intersection of North Leavitt Avenue and North Bowmanville Avenue; North Bowmanville Avenue; North Oakley Avenue, if extended north where no street exists; a line 501 feet north of and parallel to West Berwyn Avenue; a line 274.9 feet east of and parallel to North Western Avenue; North Bowmanville Avenue; North Western Avenue; a line 429 feet north of and parallel to West Berwyn Avenue; North Artesian Avenue; West Balmoral Avenue; and the alley next west of and parallel to North Western Avenue (common address: 2400 West Balmoral Avenue, 2409 West Catalpa Avenue and 5412 -- 5442 North Western Avenue).

[O2024-0010044]

To classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District, B1-3 Neighborhood Shopping District, B2-2 Neighborhood Mixed-Use District, B2-3 Neighborhood Mixed-Use District, B3-1.5 Community Shopping District, B3-2 Community Shopping District, C2-2 Motor Vehicle-Related Commercial District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Numbers 17-H and 17-I bounded by:

West Berwyn Avenue; a line 170 feet west of and parallel to North Western Avenue; a line 165 feet north of and parallel to West Berwyn Avenue; a line 179 feet west of and parallel to North Western Avenue; a line 297 feet north of and parallel to West Berwyn Avenue; North Western Avenue; West Berwyn Avenue; the alley next east of and parallel to North Western Avenue; West Farragut Avenue; North Western Avenue; the alley next south of and parallel to West Farragut Avenue; a line 66.42 feet east of and parallel to North Western Avenue; West Foster Avenue; the alley next east of and parallel to North Western Avenue; West Ainslie Street; North Western Avenue; West Leland Avenue; the alley next west of and parallel to North Western Avenue; West Lawrence Avenue; a line 282.75 feet west of and parallel to the alley next west of and parallel to North Western Avenue; the alley next north of and parallel to West Lawrence Avenue; the alley next west of and parallel to North Western Avenue; the alley next west of and parallel to North Lincoln Avenue; West Ainslie Street; North Lincoln Avenue; the alley next north of and parallel to West Ainslie Street; the alley next east of and parallel to North Lincoln Avenue; West Argyle Street, extended east where no street exists; the

alley next west of and parallel to North Western Avenue; the alley next south of and parallel to West Winnemac Avenue; a line 63.77 feet west of and parallel to North Western Avenue; West Winnemac Avenue; the alley next west of and parallel to North Western Avenue; West Foster Avenue; a line 133 feet west of and parallel to North Western Avenue; the alley next north of and parallel to West Foster Avenue; a line 76.4 feet west of and parallel to North Western Avenue; West Farragut Avenue; and a line 37.83 feet west of and parallel to North Western Avenue (common address: 4900 -- 5259 North Western Avenue, 2354 West Farragut Avenue, 2352 -- 2356 West Foster Avenue, 4700 -- 5300 North Western Avenue and 4844 -- 4874 North Lincoln Avenue).

[O2024-0010043]

To classify as a B3-3 Community Shopping District instead of a C1-2 Neighborhood Commercial District and C2-2 Motor Vehicle-Related Commercial District the area shown on Map Numbers 13-I, 15-H and 15-I bounded by:

West Granville Avenue; the alley next east of and parallel to North Western Avenue; West Morse Avenue; West Peterson Avenue; North Western Avenue; West Catalpa Avenue; the alley next west of and parallel to North Western Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; a line 100 feet west of and parallel to North Western Avenue; West Bryn Mawr Avenue; the alley next west of and parallel to North Western Avenue; a line 137.1 feet north of and parallel to West Peterson Avenue; North Western Avenue; West Glenlake Avenue; and the alley next west of and parallel to North Western Avenue (common address: 6100 -- 6114 North Western Avenue, 5500 -- 6014 North Western Avenue and 6001 -- 6159 North Western Avenue).

[O2024-0010046]

To classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 17-H bounded by:

a line 132 feet north of and parallel to West Arthur Avenue; a line 124.42 feet east of and parallel to North Western Avenue; West Arthur Avenue; and North Western Avenue (common address: 6501 North Western Avenue).

[O2024-0010048]

To classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District, C1-2 Neighborhood Commercial District, C2-2 Motor Vehicle-Related Commercial District and RS2 Residential Single-Unit (Detached House) District the area shown on Map Numbers 17-H and 17-I bounded by:

West Lunt Avenue; North Western Avenue; the alley next north of and parallel to West Morse Avenue; a line 133 feet east of and parallel to North Western Avenue; West Morse Avenue; the alley next east of and parallel to North Western Avenue; the alley next north of and parallel to West Pratt Boulevard; a line 122 feet east of and

parallel to North Western Avenue; West Pratt Boulevard; North Western Avenue; West Farwell Avenue; and the alley next west of and parallel to North Western Avenue (common address: 6834 -- 6958 North Western Avenue and 6801 -- 6943 North Western Avenue).

[O2024-0010047]

*BY ALDERPERSON CLAY (46<sup>th</sup> Ward):*

To classify as a B3-1 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-G bounded by:

North Southport Avenue; North Clark Street; and a line 150 feet northwest of the intersection of North Clark Street and West Belle Plaine Avenue, as measured along the west right-of-way line of North Clark Street and perpendicular thereto (common address: 4116 North Clark Street).

[O2024-0009833]

*BY ALDERPERSON MARTIN (47<sup>th</sup> Ward):*

To classify as a B3-3 Community Shopping District instead of a B2-3 Neighborhood Mixed-Use District, B3-1 Community Shopping District, B3-1.5 Community Shopping District, B3-2 Community Shopping District, C1-2 Neighborhood Commercial District and C2-2 Motor Vehicle-Related Commercial District the area shown on Map Numbers 9-H, 9-J, 11-H and 11-J bounded by:

West Leland Avenue; North Western Avenue; a line 73 feet south of and parallel to West Leland Avenue; the alley next east of and parallel to North Western Avenue; West Sunnyside Avenue; North Western Avenue; West Montrose Avenue; the alley next east of and parallel to North Western Avenue; a line 237.86 feet south of and parallel to West Cullom Avenue; a line 160 feet east of and parallel to North Western Avenue; West Berteau Avenue; the alley next east of and parallel to North Western Avenue; West Belle Plaine Avenue; North Western Avenue; West Irving Park Road; a line 106 feet east of and parallel to North Western Avenue; a line 124.97 feet south of and parallel to West Irving Park Road; North Western Avenue; West Byron Street; the alley next east of and parallel to North Western Avenue; the alley next north of and parallel to West Addison Street; West Addison Street; the alley next west of and parallel to North Western Avenue; West Waveland Avenue; a line 303.82 feet west of and parallel to North Campbell Avenue; West Grace Street; the alley next west of and parallel to North Western Avenue; a line 75 feet south of and parallel to West Eastwood Avenue; North Western Avenue; a line 140 feet north of and parallel to West Eastwood Avenue; and the alley next west of and parallel to North Western Avenue (common address: 3600 -- 4652 North Western Avenue, 3601 -- 4357 North Western Avenue and 4501 -- 4643 North Western Avenue).

[O2024-0010153]

*BY ALDERPERSON HADDEN (49<sup>th</sup> Ward):*

To classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 19-H the area bounded by:

West Howard Street; a line 50 feet west of and parallel to North Claremont Avenue; the alley next south of and parallel to West Howard Street; the alley next east of and parallel to North Western Avenue; West Birchwood Avenue; and North Western Avenue (common address: 7501 -- 7560 North Western Avenue).

[O2024-0010132]

---

**3. UNCLASSIFIED MATTERS.**

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERPERSON LA SPATA (1<sup>st</sup> Ward):**

*Referred* -- DESIGNATION OF 1628 W. DIVISION ST. AS LOW-AFFORDABILITY COMMUNITY.

[O2024-0010155]

A proposed ordinance designating that part of Lots 11, 14, 15, 18, 19, 22, 23, 26 and 27 in J.E. Thompson's Addition to Chicago in the east half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian (commonly known as 1628 West Division Street) as a Low-Affordability Community, which was *Referred to the Committee on Housing and Real Estate*.

*Referred* -- DESIGNATION OF 2418 -- 2430 N. MILWAUKEE AVE./2930 -- 2950 W. FULLERTON AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2024-0010159]

Also, a proposed ordinance designating Lots 11, 12, 13 (excluding part conveyed to Metropolitan West Side Elevated Railroad Company), 14, 15 and 16 in Block 6 in George A. Seavern's Subdivision of the southwest quarter of the southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian (commonly known as 2418 -- 2430 North Milwaukee Avenue/2930 -- 2950 West Fullerton Avenue) as a Low-Affordability Community, which was *Referred to the Committee on Housing and Real Estate*.

---

*Referred* -- AMENDMENT OF CHAPTER 16-18 OF MUNICIPAL CODE BY MODIFYING OPEN SPACE IMPACT FEE COSTS AND SCHEDULES.

[O2024-0010158]

Also, a proposed ordinance to amend Title 16, Chapter 18 of the Municipal Code of Chicago by modifying Section 16-18-040 to establish an Open Space Cost adjustment schedule which will increase the per-square-foot cost on January 1 of each year to \$16.00 in 2025, \$20.00 in 2026, \$24.00 in 2027, and, on January 1, 2028 and every January 1 thereafter adjusting the cost according to the lesser of either the annual CPI or 2.5 percent to reflect current market-rate land values; by modifying Section 16-18-080 to direct developers to incorporate native plant species and suitably designed dog-friendly areas in open spaces; and further, by modifying Section 16-18-090 to allow the transfer of open space impact fees to an adjacent community area with developer and ward alderperson consent, which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation*.

---

Presented By

**ALDERPERSON LA SPATA (1<sup>st</sup> Ward) And  
ALDERPERSON RAMIREZ-ROSA (35<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 17-7 OF MUNICIPAL CODE BY ADDING NEW SECTION 17-7-1500 ESTABLISHING MILWAUKEE AVENUE SPECIAL CHARACTER OVERLAY DISTRICT ON N. MILWAUKEE AVE., BETWEEN N. WESTERN AVE. AND N. RIDGEWAY AVE.

[O2024-0010154]

A proposed ordinance to amend Title 17, Chapter 7 of the Municipal Code of Chicago by

adding new Section 17-7-1500 to establish the Milwaukee Avenue Special Character Overlay District at certain lots adjacent to North Milwaukee Avenue, between North Western Avenue on the south and North Ridgeway Avenue on the north, for the purpose of preserving the unique and distinctive character of the Milwaukee Avenue Corridor and provide design guidelines to rehabilitate existing buildings and new construction, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON HOPKINS (2<sup>nd</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 8-16-020 OF MUNICIPAL CODE BY MODIFYING CURFEW HOURS FOR ALL MINORS WITHIN CENTRAL BUSINESS DISTRICT.

[O2024-0010163]

A proposed ordinance to amend Title 8, Chapter 16, Section 20 of the Municipal Code of Chicago to establish curfew hours for all minors within the Central Business District to be in effect from 8:00 P.M. to 6:00 A.M. the following day, on all days. Two committees having been called, the Committee on Public Safety and the Committee on Health and Human Relations, the matter was *Referred to the Committee on Committees and Rules*.

---

*Referred* -- CALL FOR HEARING(S) ON FINANCIAL VIABILITY OF BALLY'S CASINO AND ABILITY TO MEET ITS OBLIGATION UNDER AGREEMENT WITH CITY OF CHICAGO.

[R2024-0010162]

Also, a proposed resolution calling on the Committee on Finance to hold one or more hearings to discuss the financial viability of the Bally's Casino and its ability to meet its 2023 and 2024 projected tax revenue obligations under its agreement with the City of Chicago, which was *Referred to the Committee on Finance*.

Presented By

**ALDERPERSON DOWELL (3<sup>rd</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 2-12-060 OF MUNICIPAL CODE REGARDING SUBMISSION PROCEDURE FOR CLAIMS FILED AGAINST CITY OF CHICAGO.

[O2024-0010133]

A proposed ordinance to amend Title 2, Chapter 12, Section 060 of the Municipal Code of Chicago by allowing statements of claims against the City of Chicago to be submitted to the City Clerk in paper or electronic format approved by the City Clerk, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERPERSON ROBINSON (4<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 5-12 OF MUNICIPAL CODE BY ADDING NEW SECTION 5-12-035 REQUIRING LANDLORDS TO PRESENT TENANTS WITH LIST OF REASONABLE COSTS ASSOCIATED WITH PRE-RENTAL FEES OR PAYMENTS.

[O2024-0010056]

A proposed ordinance to amend Title 5, Chapter 12 of the Municipal Code of Chicago by adding new Section 5-12-035 prohibiting any landlord from demanding any payment, fee, or charge for the processing, review, or acceptance of an application, move-in fees, and background or credit check fees without first providing the applicant for rental with an itemized list of the reasonable estimate of the costs that comprise such fees; and further, prohibiting any landlord from charging any fees in excess of the reasonable costs, charging for routine maintenance of the premises, or renaming any fee or charge to avoid this prohibition. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*.

---

*Referred* -- DEDICATION OF PORTION OF PUBLIC WAY WITHIN AREA BOUNDED BY E. 25<sup>TH</sup> ST., S. LAKE PARK AVE., E. 31<sup>ST</sup> ST. AND S. COTTAGE GROVE AVE. FOR USE AS BRONZEVILLE LAKEFRONT MIXED-USE DEVELOPMENT.

[O2024-0010087]

Also, a proposed ordinance authorizing a dedication of parcels along portions of South Vernon Avenue, East 30<sup>th</sup> Street and South Cottage Grove Avenue in the area bounded

by East 26<sup>th</sup> Street, South Lake Park Avenue, East 31<sup>st</sup> Street and South Cottage Grove Avenue, for the use as a Bronzeville Lakefront Mixed-Use Development and for the purpose of extending the timeframe for Prairie Shores Owner LLC to record dedications with the Office of the Cook County Clerk per obligations set forth in a previously passed dedication ordinance, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON HALL (6<sup>th</sup> Ward):**

*Referred* -- VACATION OF AREA BOUNDED BY W. MARQUETTE RD., S. WENTWORTH AVE., S. PERRY AVE. AND W. 68<sup>TH</sup> ST.

[O2024-0010051]

A proposed ordinance authorizing the vacation of the east/west public right-of-way described as a tract of land 40 feet in width in Lots 7 and 8 in Eva R. Perry's Resubdivision, in the area bounded by South Wentworth Avenue, West Marquette Road, South Perry Avenue and West 68<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- EXEMPTION OF SUNBIRD DEPOT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009783]

Also, a proposed ordinance to exempt Sunbird Depot from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6933 South State 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* -- STANDARDIZATION OF PORTION OF E. 75<sup>TH</sup> ST. AS "HONORARY JAMES B. LEMONS WAY".

[O2024-0009802]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 75<sup>th</sup> Street, between South Prairie Avenue

and South Calumet Avenue, as "Honorary James B. Lemons Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON COLEMAN (16<sup>th</sup> Ward)  
And OTHERS:**

*Referred -- CALL FOR HEARING(S) ON UTILIZATION OF MBE/WBES BY COMMONWEALTH EDISON (COMED) AND ASSOCIATED SPENDING FOR YEARS 2022 AND 2023.*

[R2024-0010150]

A proposed resolution, presented by Alderpersons Coleman, Mitchell, Harris, Quinn, Gutiérrez, Tabares, Scott, Taliaferro, Cardona, Conway, Mitts, Lawson and Gardiner, calling on the Committee on Economic, Capital and Technology Development to hold hearings with ComEd regarding their use of primarily multinational companies instead of Minority- or Women-owned local business enterprises (M/WBE) to perform construction work in the City of Chicago; and for ComEd to deliver to the committee chair a summary of M/WBE utilization and associated spending before the renewal of the ComEd franchise agreement with the City of Chicago, which was *Referred to the Committee on Economic, Capital and Technology Development*.

---

Presented By

**ALDERPERSON O'SHEA (19<sup>th</sup> Ward):**

*Referred -- EXEMPTION OF KEITH MAHMOUD/WINDFALL PLAZA BEVERLY LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

[O2024-0009791]

A proposed ordinance to exempt Keith Mahmoud/Windfall Plaza Beverly from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2315 West 95<sup>th</sup> 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 BURNETT (27<sup>th</sup> Ward):**

*Referred -- VACATION OF PORTIONS OF N. FRONTIER AVE., W. WEED ST. AND N. OGDEN AVE.*

[O2024-0009873]

A proposed ordinance authorizing the vacation of the North Ogden Avenue 100-foot-wide right-of-way lying north of and adjoining the north line of West Blackhawk Street and lying south of and adjoining the north line of West Weed Street; the North Frontier Avenue 30-foot-wide right-of-way lying and adjoining the north line of West Blackhawk Street and lying south of and adjoining the north line of West Weed Street; and the West Weed Street 40-foot-wide right-of-way lying west of and adjoining the westerly line of said North Ogden Avenue and lying east of and adjoining the east line of North Frontier Avenue, for the purpose of expanding Park 598, which was *Referred to the Committee on Transportation and Public Way*.



*Referred -- STANDARDIZATION OF W. MONROE ST. AND S. WASHTENAW AVE. AS "HONORARY JAMES W. SOUTHWARD, SR. WAY".*

[O2024-0010061]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southwest corner of West Monroe Street and South Washtenaw Avenue to be known as "Honorary James W. Southward, Sr. Way", which was *Referred to the Committee on Transportation and Public Way*.



*Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 360 N. GREEN ST.*

Also, two proposed orders for the issuance of permits to install signs/signboards at 360 North Green Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101050091; and

[Or2024-0009780]

one sign/signboard for Permit Number 101050094.

[Or2024-0009769]

---

Presented By

**ALDERPERSON CRUZ (30<sup>th</sup> Ward):**

*Referred -- APPROVAL OF PLAT OF CENTRAL EIGHT RESUBDIVISION.*

[O2024-0010037]

A proposed ordinance directing the Commissioner of Transportation or her designee to approve the Central Eight Resubdivision, owned by Fimla Construction Inc., bounded by North Major Avenue, West Eddy Street, North Central Avenue, and West Cornelia Avenue, which was *Referred to the Committee on Transportation and Public Way.*

---

Presented By

**ALDERPERSON WAGUESPACK (32<sup>nd</sup> Ward):**

*Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 1601 N. MILWAUKEE AVE.*

Two proposed orders for the issuance of permits to install signs/signboards at 1601 North Milwaukee Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101051019; and

[Or2024-0009811]

one sign/signboard for Permit Number 101051142.

[Or2024-0009812]

Presented By

**ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33<sup>rd</sup> Ward):**

*Referred* -- TRANSFER OF YEAR 2024 FUNDS WITHIN CITY COUNCIL COMMITTEE ON HEALTH AND HUMAN RELATIONS.

[O2024-0009798]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the City Council Committee on Health and Human Relations 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 STANDARDIZATION OF PORTION OF N. KIMBALL AVE. AND W. WILSON AVE. AS "SHEL SILVERSTEIN WAY".

[O2024-0009701]

Also, a proposed ordinance to amend an ordinance previously passed on March 20, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 10431, by striking: "southeast corner of West Wilson Avenue and North St. Louis Avenue" and inserting: "southwest corner of North Kimball Avenue and West Leland Avenue" in lieu thereof, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON CONWAY (34<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations

specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Morguard -- 365 North Jefferson Street; and

[O2024-0010091]

Vanilla Blue Delaware, doing business as Vanilla Blue LLC -- 201 West Madison Street.

[O2024-0010089]

---

*Referred* -- STANDARDIZATION OF PORTION OF S. HALSTED ST. AS "HONORARY LEO LOUCHIOS WAY".

[O2024-0010008]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Halsted Street, between West Van Buren Street and West Adams Street, as "Honorary Leo Louchios Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward):**

*Referred* -- ESTABLISHMENT OF "SMALL BUSINESS PROTECTION REBATE PROGRAM" FOR REIMBURSEMENT OF SECURITY HARDWARE PURCHASED BY SMALL BUSINESSES ENTERPRISES.

[O2024-0010006]

A proposed ordinance to establish the Small Business Protection Rebate Program which shall be created by the Department of Business and Consumer Protection to reimburse eligible expenditures for the purchase of security hardware and software by small business enterprises; the amount of reimbursement to be delivered within 60 days of submission of receipt and to be based upon available funds, eligibility of expenditure and in accordance with a reimbursement cap of \$1,500 per small business enterprise, which was *Referred to the Committee on License and Consumer Protection*.

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

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 Premium Used Cars LLC -- 1914 North Cicero Avenue; [O2024-0010086]

H&J Auto Service, Inc. -- 5723 West Grand Avenue; and [O2024-0009878]

TRC Holdings LLC -- 937 North California Avenue. [O2024-0010188]

---

Presented By

**ALDERPERSON SPOSATO (38<sup>th</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF N. MULLIGAN AVE. AS "RONALD 'TOPPER' TOPCZEWSKI WAY".

[O2024-0008860]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of North Mulligan Avenue, from West Eastwood Avenue to West Sunnyside Avenue, as "Ronald 'Topper' Topczewski Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON NUGENT (39<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF FAZAL DEVELOPMENT NETWORK, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009972]

A proposed ordinance to exempt Fazal Development Network, Inc. from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 5205 North Kimball 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 (40<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF 5338 N LINCOLN LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0010052]

A proposed ordinance to exempt 5338 N Lincoln LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5338 -- 5340 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 (40<sup>th</sup> Ward) And  
ALDERPERSON SPOSATO (38<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF CHAPTER 9-80 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-80-080 AND 9-80-110 CONCERNING VEHICLES PARKED ON PUBLIC WAY FOR SOLE PURPOSE OF DISPLAYING VEHICLE FOR SALE.

[O2024-0010137]

A proposed ordinance to amend Title 9, Chapter 80, Sections 080 and 110 of the Municipal Code of Chicago to allow for a rebuttable presumption that a vehicle is in violation of being parked on the public way for the purpose of displaying it for sale when it does not display permanent or temporary state registration plate or placard and matches the make, model, and color of a vehicle advertised for sale by owner; and by modifying the amount of time necessary

to determine when a vehicle is considered abandoned from two hours to ten hours, which was *Referred to the Committee on Transportation and Public Way.*

\_\_\_\_\_

Presented By

**ALDERPERSON NAPOLITANO (41<sup>st</sup> Ward):**

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 7159 W. HIGGINS RD.

[Or2024-0010135]

A proposed order for the issuance of a permit to install a sign/signboard at 7159 West Higgins Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

\_\_\_\_\_

Presented By

**ALDERPERSON REILLY (42<sup>nd</sup> Ward):**

*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Four 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 550 North State Street -- Permit Number 101043681;  
[Or2024-0010147]

one sign/signboard at 550 North State Street -- Permit Number 101043682;  
[Or2024-0010149]

one sign/signboard at 550 North State Street -- Permit Number 101043685; and  
[Or2024-0010146]

one sign/signboard at 70 East Walton Street.  
[Or2024-0010141]

Presented By

**ALDERPERSON GARDINER (45<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF MARK AISTROPE D.B.A. AS MEETING TOMORROW LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0010025]

A proposed ordinance to exempt Mark Aistrophe, doing business as Meeting Tomorrow LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4848 -- 4852 West Lawrence 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 CLAY (46<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.12 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. CLARK ST.

[O2024-0010085]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.12 which restricted the issuance of additional alcoholic liquor licenses on the east side of North Clark Street, from West Byron Street to West Berteau Avenue, which was *Referred to the Committee on License and Consumer Protection*.

---

Presented By

**ALDERPERSON MARTIN (47<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-156 OF MUNICIPAL CODE BY ADDING MULTIPLE NEW SECTIONS ESTABLISHING POLICIES, PROCEDURES AND PENALTIES FOR TRANSPARENCY OF CAMPAIGN CONTRIBUTIONS FOR CHICAGO CANDIDATES.

[O2024-0010156]

A proposed ordinance to amend Title 2, Chapter 156 of the Municipal Code of Chicago by modifying Section 2-156-010 to include various new definitions that relate to the establishment, maintenance, policies and procedures of the Chicago Fair Elections Fund and Chicago Fair Elections Commission; by adding new Section 2-156-447 to implement transparency requirements for political advertisements, including a "Paid for by" line and the

names of the top three contributors who gave over \$5,000, among other medium-specific requirements covering visual, audio, internet and digital advertisements; by adding new Section 2-156-456 to establish the "Chicago Fair Elections Fund" which shall be comprised of revenue from: annual appropriation; fines collected due to violation of the Article; funds to the Commission by participating candidates; general donations; and any surplus funds from prior elections cycles; by adding new Section 2-156-457 to establish the powers and duties of the commission to administer the fund; conduct a review and submit a report of the fund program; create and maintain a publicly accessible database containing all information necessary for the proper administration of the program; provide public education and training on the program rules, policies and procedures; conduct proceedings if/when a person violates the program; hire a director, legal counsel, and program staff to carry out the powers and duties of the commission; adjust the dollar amounts in the corresponding subsections of Sections 2-156-458 and 2-156-459 by the percentage increase in the consumer price index for all urban consumers for the Chicago metropolitan area; provide records and staff assistance to the Inspector General for the required audit of the program; conduct post-election financial audits of all participating candidates; and promulgate rules necessary for the implementation of the program; by adding new Section 2-156-458 to allow qualified persons that have received no less than \$17,500 from at least 100 contributions, at least 60 of which were made by qualified contributors residing in the ward in which the candidate seeks election to apply to the commission as a participating candidate; and to establish policies for such candidate application and participating candidate fund usage; by adding new Section 2-156-459 to direct the commission to establish a disbursement schedule of the funds with 50 percent being disbursed within five days after the candidate being certified and the other 50 percent being disbursed within five days after the candidate qualifies for the ballot; and to establish disbursement minimums and caps dependent on eligibility and qualified contributions; and further, by modifying the entirety of Section 2-156-460 to establish the "Chicago Fair Elections Commission" to be made up of five members who are City of Chicago residents barring certain disqualifications; the members will be appointed by the mayor and approved by City Council with one member to be nominated directly by the mayor and the other four members to be nominated by the mayor from lists of three individuals submitted each by the city clerk, city treasurer, speaker pro tempore of the City Council, and the Vice Mayor. Two committees having been called, the Committee on Ethics and Government Oversight and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

---

*Referred* -- AMENDMENT OF CHAPTER 2-156 OF MUNICIPAL CODE BY MODIFYING SECTION 2-156-160 REQUIRING STATEMENTS OF FINANCIAL INTEREST TO INCLUDE ANY ENTITY WHICH PERFORMED BUSINESS WITH CITY OF CHICAGO IN PREVIOUS CALENDAR YEAR.

[O2024-0010161]

Also, a proposed ordinance to amend Title 2, Chapter 156 of the Municipal Code of Chicago by modifying Section 2-156-160 to require that statements of financial interest filed by elected officials, appointed officials, candidates for city office, and relevant city employees ("reporting individuals") must disclose if the person or entity with which the reporting individual has a financial interest performed business with the City of Chicago at any time in the previous calendar year. Two committees having been called, the Committee on Ethics and Government Oversight and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

*Referred* -- EXEMPTION OF WESTERN FRONT LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0010191]

Also, a proposed ordinance to exempt Western Front LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4529 -- 4531 North Western 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*.

---

*Referred* -- INSTALLATION OF CHICAGO TRANSIT AUTHORITY (CTA) BUS ROUTES ON PORTIONS OF N. ASHLAND AVE. AND N. RAVENSWOOD AVE.

[O2024-0009810]

Also, a proposed ordinance to give permission to the Chicago Transit Authority to install, maintain, and operate motorbus routes on North Ashland Avenue (northbound) from West Irving Park Road to West Wilson Avenue; on North Ashland Avenue (southbound) from West Lawrence Avenue to West Irving Park Road; and on North Ravenswood Avenue (northbound) from West Leland Avenue to West Lawrence Avenue, which was *Referred to the Committee on Transportation and Public Way*, as follows:

---

Presented By

**ALDERPERSON HADDEN (49<sup>th</sup> Ward):**

*Referred* -- TRANSFER OF YEAR 2024 FUNDS WITHIN 49<sup>TH</sup> WARD WAGE ALLOWANCE ACCOUNT.

[O2024-0009174]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 0017 Wage Allowance Account for Ward 49 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*.

**APPROVAL OF JOURNAL OF PROCEEDINGS.**

---

**JOURNAL (May 22, 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, May 22, 2024 at 10:00 A.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**UNFINISHED BUSINESS.****AMENDMENT OF SECTION 8-32-065 OF MUNICIPAL CODE BY DESIGNATING NOISE SENSITIVE ZONES ON PORTIONS OF SPECIFIED STREETS.**

[SO2023-0004088]

On motion of Aldersperson Conway, the City Council took up for consideration the report of the Committee on Public Safety, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 22, 2024, page 11994, recommending that the City Council *Pass* the proposed substitute ordinance printed on pages 11994 through 11996 amending Section 8-32-065 of the Municipal Code by designating noise sensitive zones on portions of specified streets.

On motion of Aldersperson Conway, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

**Yeas** -- Alderspersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 41.

**Nays** -- Alderspersons Lopez, Sposato, Napolitano, Gardiner -- 4.

Aldersperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said substitute ordinance as passed:

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 34<sup>th</sup> 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.

EXECUTION OF MASTER SERVICE AGREEMENTS WITH DATAMADE LLC FOR RESEARCH, DESIGN, DEVELOPMENT, HOSTING AND SUPPORT OF PUBLIC-FACING APPLICATIONS REGARDING PLANNING, DEVELOPMENT AND ZONING DEVELOPMENT PROCESSES AND OTHER CITY OPERATIONS.

[O2024-0008352]

On motion of Alderperson Mitts, the City Council took up for consideration the report of the Committee on Contracting Oversight and Equity, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 17, 2024, page 10973, recommending that the City Council Pass the proposed ordinance printed on pages 10973 through 10977, to execute master service agreements with DataMade LLC for research, design, development, hosting and support of public-facing applications regarding planning, development and zoning development processes and other city operations.

On motion of Alderperson Mitts, the said proposed ordinance was *Passed* by a viva voce vote.

Alderperson Mitchell 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, The Department of Planning and Development ("DPD") administers various planning, development and zoning processes and desires to increase transparency and accountability with respect to such processes; and

WHEREAS, DPD also desires to streamline the City's development review processes; and

WHEREAS, DPD desires to create various web-based applications for public use in furtherance of the above goals; and

WHEREAS, DPD desires to enter into a master IT services agreement with DataMade for research, design, development, hosting and support and maintenance services needed to create and maintain such public-facing applications, and DataMade is ready, willing and able to so perform; and

WHEREAS, The newly created Department of Technology and Innovation ("DTI") aims to improve and modernize the City's technology infrastructure; and

WHEREAS, DTI wishes to acquire and implement technological tools to improve City operations and gain knowledge regarding optimal processes and roles for DTI and other City IT personnel; and

WHEREAS, DTI desires to enter into a master IT services agreement with DataMade for research, design, development and consulting services with a focus on DTI operations and the City's use and publication of data, and DataMade is ready, willing and able to so perform; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") is authorized to enter into a master agreement for IT services with DataMade, which shall include a task order procedure to be used for IT projects to be undertaken by DataMade. Under such task order procedure, the Commissioner and DataMade will agree, with respect to any such project, on the scope of services for the project, required deliverables, required deadlines for completion, and compensation terms, which may include a fixed price or guaranteed maximum cost methodology, and such other terms that the Commissioner believes are desirable, which shall include, without limitation, M/WBE compliance. DataMade shall perform all such projects pursuant to the terms of the master agreement and relevant task order. The Master Agreement shall conform to the basic parameters set forth in Exhibit 1, which is attached hereto and incorporated herein.

SECTION 3. The Chief Information Officer (the "CIO") is authorized to enter into a master agreement for IT services with DataMade, which shall include a task order procedure to be used for IT projects to be undertaken by DataMade. Under such task order procedure, the CIO and DataMade will agree, with respect to any such project, on the scope of services for the project, required deliverables, required deadlines for completion, and compensation terms, which may include a fixed price or guaranteed maximum cost methodology, and such other terms that the CIO believes are desirable, which shall include, without limitation, M/WBE compliance. DataMade shall perform all such projects pursuant to the terms of the master agreement and relevant task order. The master agreement shall conform to the basic parameters set forth in Exhibit 2, which is attached hereto and incorporated herein.

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. 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 5. This ordinance shall be in full force and effect upon its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.*

*Agreement Term Sheet.*

Parties: City of Chicago (Department of Planning and Development) and DataMade LLC.

Scope: Digital tool production to increase transparency and accountability of planning, development and zoning processes administered by DPD.

Term: Initial 5-year term not to exceed \$3,230,000.00. The Commissioner of the Department of Planning and Development has the option to extend, on the same terms and conditions, for three (3) additional annual periods with an estimated compensation of \$450,000.00 each.

Source of Funding: City of Chicago Corporate Funds.

Maximum Total Compensation for all Task Orders: \$4,500,000.00.

Elements of Services DataMade to provide to City:

- Meetings and project planning
- User centered engagement
- Wireframes and design
- Data collection, review, and import
- Application setup
- Frontend interface implementation
- Beta testing
- Design refinements and break-in period
- Launch preparation and support
- Security review and audit

- Maintenance and technical support
- Innovation fund
- Any other services performed by a subcontractor of DataMade which supports or informs the above.

MBE/WBE participation goals: MBE = 25 percent; WBE = 5 percent.

Other Provisions:

Terms to include City required provisions, Customary Warranties and Service Level Agreements, Data Protection Requirements, Insurance and EDS.

*Exhibit 2.*

*Agreement Term Sheet.*

Parties: City of Chicago (Department of Technology and Innovation) and DataMade LLC.

Scope: Data strategy, consulting, and prototyping.

Term: Initial 3-year term not to exceed \$1,350,000.00. The Commissioner of the Department of Technology and Innovation has the option to extend, on the same terms and conditions, for three (3) additional annual periods with an estimated compensation of \$250,000.00 each.

Source of Funding: City of Chicago Bond Funds.

Maximum Total Compensation for all Task Orders:

Elements of Services DataMade to provide to City:

- Meetings and project planning
- Domain research
- User interviews
- Reports and recommendations

- Pilot data tools and initiatives
- Tool rollout, feedback, and iteration
- Innovation fund
- Wireframes and design
- Data collection, review, and import
- Application setup
- Frontend interface implementation
- Beta testing
- Design refinements and break-in period
- Launch preparation and support
- Security review and audit
- Maintenance and technical support
- Data strategy
- Programming and development strategy and templates
- Staff training
- Technical staff structures and job descriptions
- Any other services performed by a subcontractor of DataMade which supports or informs the above.

MBE/WBE participation goals: MBE = 25 percent; WBE = 5 percent.

Other Provisions:

Terms to include City required provisions, Customary Warranties and Service Level Agreements, Data Protection Requirements, Insurance and EDS.

**MISCELLANEOUS BUSINESS.**

---

**PRESENCE OF VISITORS NOTED.**

The following individuals were in attendance and recognized by the City Council:

guests attending for resolution honoring Pride Month: Channyn Lynn Parker, CEO of Brave Space Alliance; Art Johnston, LGBTQIA+ Community Activist; Joli Robinson, CEO of Center on Halsted; Alexis Martinez, Director of Court Support at the Transformative Justice Law Project and Board President at the Chicago Therapy Collective; Michael Harrington, co-chair of Network 49; Robert Castillo, LGBTQ leader of Logan Square; Maya Lazano, Program Coordinator of the Trans Empowerment Center of the Puerto Rican Cultural Center; Janera Olivia Marrero, LGBTQIA+ Community Activist;

guests attending in support of resolution honoring Marian Robinson, late mother of First Lady Michelle Obama: Michael Signator, associate and Special Assistant; John Kringas, associate and photographer; family members: Torran Williams, cousin; Linda Williams, niece; Gerrick Ratliff, cousin; Loreal Ratliff, cousin; Lennox Ratliff, cousin; Hendrix Ratliff, cousin; Kinxton Ratliff, cousin; Yvonne Shields, sister-in-law; David Shields, nephew; Alphonso Dunbar, cousin; Terri Sikorsky, cousin;

guests attending for resolution honoring Women Veterans Day: Denisse Montoya, Community Engagement Specialist and Veteran Advocate, United States Air Force; Karen Hernandez, Executive Director of Chicago Veterans, United States Army; Elisabeth Pennix, United States Navy; veterans: Ashley Tillman, Human Resources Specialist, United States Army; Justyna Berry, Veteran Benefits Coach, United States Army; Elizabeth Soto, Superintendent, Veterans Assistance Commission of Cook County, United States National Guard; Rocio Varela, Director of Communications, United States Navy; Dalila Guzman, EMT-Superior Ambulance, United States Marine Corps; July Franco, business owner, United States Marine Corps;

guests attending for resolution honoring late civil rights activist Rikki Denisse Jones: family members: Patricia K. Mitchell; Autumn Anthony; members of Cook County Democratic Women: Reverend Krista Nichols Alston; Chioma Echeumuna; Reverend Shari A. Nichols Sweat; Sheila Tyler Smith; Alexandria Alston;

guests attending from Summer Law Clerk Program: Abdul Mazagri; Andrew Wulf; Blake Morrow; Danielle Guerra; David Catalan; Ethan Kadet; Francis Mowobi; Jessica Werner; Margaret Mullican; Naomi Dixon; Nina Wilson; Sarah Shamsi; Tyrone McGowan; Garrett Wolf;

family and friends attending to honor fallen member of Chicago Fire Department Andrew "Drew" Price;

various members of Lambda Nu Omega Chapter of Alpha Kappa Alpha Sorority attending to honor AKA Day in the City of Chicago;

various guests celebrating Inti Raymi, the Ecuadorian Festival of the Sun;

former 6<sup>th</sup> Ward Alderperson Roderick Sawyer.

---

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, acknowledged and congratulated Alderperson William Hall and Alderperson Emma Mitts on their birthdays. The members of the City Council and assembled guests rose and gave a round of applause to the honorees.

Mayor Johnson then acknowledged and congratulated sound technician and electrical mechanic Dwayne Laughlin on his retirement. The members of the City Council and assembled guests then joined together in applause.

---

**Time Fixed For Next Succeeding Regular Meeting.**

[O2024-0010164]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, July 17, 2024, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Harris, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 47.

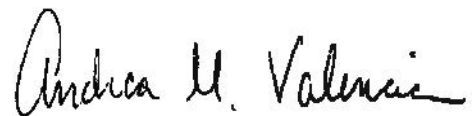
Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

---

### **Adjournment.**

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 17, 2024, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,  
City Clerk.

