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

Regular Meeting -- Wednesday, October 9, 2024

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

Continued from Volume I
on page 18282

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

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

[SO2024-0012448]

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

CHICAGO, October 9, 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 Annual Appropriation Ordinance Year 2024 amendment within Fund Number 925 (SO2024-0012448), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Office of the City Clerk has been awarded private grant funds in the amount of \$39,000 by the Council on Library and Information Resources for the Recordings at Risk program; and

WHEREAS, The City through its Department of Planning and Development has been awarded public grant funds in the amount of \$285,000 by the Regional Transportation Authority for the Community Planning Program; now, therefore,

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

SECTION 1. The amount of \$324,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2024. The 2024 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit A.
Amendment To The 2024 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
	Estimate Of Grant Revenue For 2024						
	Awards from Public and Private Agencies	\$212,685,000	\$213,009,000				
925 --	Grant Funds						
Department Number	Department And Grant Name	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
25	Office Of The City Clerk: Recordings at Risk		\$ 39,000				\$ 39,000
54	Department Of Planning And Development: Community Planning Program		285,000				285,000

TRANSFER OF FUNDS WITHIN COMMITTEE ON ETHICS AND GOVERNMENT
OVERSIGHT FOR YEAR 2024.

[SO2024-0012382]

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

CHICAGO, October 9, 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 Committee on Ethics and Government Oversight for Year 2024 (SO2024-0012382), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
Commodities and Materials	0100	015/2258	300	\$900

TO:

Purpose	Fund	Code/Department	Account	Amount
Personnel Services	0100	015/2258	000	\$900

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the Committee on Ethics and Government Oversight during said year.

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

TRANSFER OF FUNDS WITHIN COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY FOR YEAR 2024.

[SO2024-0012284]

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

CHICAGO, October 9, 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 Committee on Pedestrian and Traffic Safety for Year 2024 (SO2024-0012284), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
Personnel Services	0300	0152265	0000	\$10,000

TO:

Purpose	Fund	Code/Department	Account	Amount
Commodities and Materials	0300	0152265	0300	\$10,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the City Council Committee on Pedestrian and Traffic Safety during said year.

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

TRANSFER OF FUNDS WITHIN 21ST WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT FOR YEAR 2024.

[SO2024-0012414]

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

CHICAGO, October 9, 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 21st Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0012414),

begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 within the 21st Ward Wage Allowance to Aldermanic Expense Account for Year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	\$45,000	21

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$45,000	21

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of the Aldermanic Expense Account for year 2024 for Ward 21.

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

TRANSFER OF FUNDS WITHIN 26TH WARD WAGE ALLOWANCE ALDERMANIC EXPENSE ACCOUNT FOR YEAR 2024.

[SO2024-0012407]

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

CHICAGO, October 9, 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 the 26th Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0012407), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
Wage Allowance	0100	015/2005	0017	\$19,000.00	26

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$19,000.00	26

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 9008 Aldermanic Expense Account for Ward 26 during said year.

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

TRANSFER OF FUNDS WITHIN 31ST WARD ALDERMANIC EXPENSE ACCOUNT
FOR YEAR 2024.

[SO2024-0010977]

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

CHICAGO, October 9, 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 31st Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0010977), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
Wage Allowance	0100	015/2005	0017	\$10,000	31

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$10,000	31

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 9008 Aldermanic Expense Account for Ward 31 during said year.

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



TRANSFER OF FUNDS WITHIN 47TH WARD WAGE ALLOWANCE ACCOUNT FOR YEAR 2024.

[SO2024-0011411]

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

CHICAGO, October 9, 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 47th Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0011411), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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	\$7,000	47

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Pay 47 th Ward Part-Time Office Staffer	0100	015/2005	0017	\$7,000	47

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

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



TRANSFER OF FUNDS WITHIN 48TH WARD WAGE ALLOWANCE ACCOUNT FOR YEAR 2024.

[SO2024-0012258]

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

CHICAGO, October 9, 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 the 48th Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0012258), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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	\$67,148	48

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	\$67,148	48

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 48 during said year.

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

AMENDMENT OF TRANSFER OF FUNDS WITHIN 15TH AND 49TH WARDS WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT FOR YEAR 2024.

[O2024-0012434]

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

CHICAGO, October 9, 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 transfer of funds within 49th and 15th Wards Wage Allowance/Aldermanic Expense Account for Year 2024 (O2024-0012434), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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. This ordinance amends the ordinance bearing Chicago City Clerk Record (SO2024-0009174) by adding the language underscored, and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

FROM:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$ 4,800	15
Aldermanic Expense	0100	015/2005	9008	\$45,000	49

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	\$71,000 <u>\$4,800</u>	15
Wage Allowance	0100	015/2005	0017	\$45,000	49

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect 10 days after its passage and publication.

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

REAPPOINTMENT OF JOHN H. IDLER AS MEMBER OF STATE STREET
COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0012348]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting
was held on October 7, 2024, recommends *Approval* of the reappointment of John H. Idler
as a member of Special Service Area Number 1-2015, the State Street Commission
(A2024-0012348), introduced on September 18, 2024 by the Honorable Brandon Johnson,
Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee
members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and
the said proposed reappointment of John H. Idler 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, Yancy, Hall, Mitchell, Harris,
Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea,
Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro,
Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent,
Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth,
Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF DAVID L. GASSMAN AS MEMBER OF CENTRAL LAKE VIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).

[A2024-0012350]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of David L. Gassman as a member of Special Service Area Number 17, the Central Lake View Commission (A2024-0012350), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of David L. Gassman as a member of the Central Lake View Commission (Special Service Area Number 17) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF CHARLOTTE A. WALTERS AS MEMBER OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2024-0012351]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Charlotte A. Walters as a member of Special Service Area Number 19, the Howard Street Commission (A2024-0012351), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Charlotte A. Walters as a member of the Howard Street Commission (Special Service Area Number 19) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF WALLACE S. ANDERSEN AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2024-0012353]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Wallace S. Andersen as a member of Special Service Area Number 24, the Clark Street Commission (A2024-0012353), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Wallace S. Andersen 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF ALAN J. GOLDBERG AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2024-0012354]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Alan J. Goldberg as a member of Special Service Area Number 24, the Clark Street Commission (A2024-0012354), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Alan J. Goldberg 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF TOLULOPE ONEYA AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2024-0012352]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the appointment of Tolulope Oneya as a member of Special Service Area Number 24, the Clark Street Commission (A2024-0012352), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Tolulope Oneya 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JILL M. METZ AS MEMBER OF BROADWAY COMMERCIAL DISTRICT COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2024-0012355]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Jill M. Metz as a member of Special Service Area Number 26, the Broadway Commercial District Commission (A2024-0012355), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jill M. Metz as a member of the Broadway Commercial District Commission (Special Service Area Number 26) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF NADIA CORONADO AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0012361]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Nadia Coronado as a member of Special Service Area Number 29-2014, the West Town Commission (A2024-0012361), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nadia Coronado as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF EVAN MUELLNER AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0012358]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Evan Muellner as a member of Special Service Area Number 29-2014, the West Town Commission (A2024-0012358), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Evan Muellner as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF TAYLOR OLDS AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0012357]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Taylor Olds as a member of Special Service Area Number 29-2014, the West Town Commission (A2024-0012357), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Taylor Olds as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF STEVEN E. TOBIASON AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0012359]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Steven E. Tobiason as a member of Special Service Area Number 29-2014, the West Town Commission (A2024-0012359), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Steven E. Tobiason as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF ERIN C. WEBER AS MEMBER OF WEST TOWN COMMISSION
(SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0012362]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the appointment of Erin C. Weber as a member of Special Service Area Number 29-2014, the West Town Commission (A2024-0012362), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Erin C. Weber as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF KELLY CHENG AS MEMBER OF UPTOWN COMMISSION
(SPECIAL SERVICE AREA NO. 34).

[A2024-0012363]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Kelly Cheng as a member of Special Service Area Number 34, the Uptown Commission (A2024-0012363), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Kelly Cheng as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF DOMINIC IRPINO AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2024-0012364]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Dominic Irpino as a member of Special Service Area Number 34, the Uptown Commission (A2024-0012364), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Dominic Irpino as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF TODD A. ISRAEL AS MEMBER OF UPTOWN COMMISSION
(SPECIAL SERVICE AREA NO. 34).

[A2024-0012367]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the appointment of Todd A. Israel as a member of Special Service Area Number 34, the Uptown Commission (A2024-0012367), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Todd A. Israel as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF NICHOLAS J. PINTO AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2024-0012365]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Nicholas J. Pinto as a member of Special Service Area Number 34, the Uptown Commission (A2024-0012365), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas J. Pinto as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF LESLEY SHOWERS AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2024-0012366]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Lesley Showers as a member of Special Service Area Number 34, the Uptown Commission (A2024-0012366), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Lesley Showers as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF MAURA NEMES AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[SA2024-0012368]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the substitute reappointment of Maura Nemes as a member of Special Service Area Number 43, the Devon Avenue Commission (SA2024-0012368), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed substitute reappointment of Maura Nemes 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JENNIFER R. CLARK AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2024-0012369]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Jennifer R. Clark as a member of Special Service Area Number 54, the Sheridan Road Commission (A2024-0012369), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jennifer R. Clark 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JULIO GOMEZ AS MEMBER OF 59TH STREET COMMISSION (SPECIAL SERVICE AREA NO. 59-2022).

[A2024-0012386]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Julio Gomez as a member of Special Service Area Number 59-2022, the 59th Street Commission (A2024-0012386), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Julio Gomez as a member of the 59th Street Commission (Special Service Area Number 59-2022) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF STEPHANIE KNIGHT AS MEMBER OF NORTH MICHIGAN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 76).

[A2024-0012387]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the appointment of Stephanie Knight as a member of Special Service Area Number 76, the North Michigan Avenue Commission (A2024-0012387), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Stephanie Knight as a member of the North Michigan Avenue Commission (Special Service Area Number 76) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF ERIN GRABE AS MEMBER OF LAWRENCE/PULASKI/
ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2024-0012393]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the appointment of Erin Grabe as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission (A2024-0012393), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Erin Grabe as a member of the Lawrence/Pulaski/Elston Commission (Special Service Area Number 79) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF LISA E. ORLOFF AS MEMBER OF LAWRENCE/PULASKI/
ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2024-0012389]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Lisa E. Orloff as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission (A2024-0012389), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Lisa E. Orloff as a member of the Lawrence/Pulaski/Elston Commission (Special Service Area Number 79) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF LAWRENCE/
PULASKI/ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2024-0012390]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends *Approval* of the reappointment of Nicholas A. Yassan as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission (A2024-0012390), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas A. Yassan as a member of the Lawrence/Pulaski/Elston Commission (Special Service Area Number 79) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 1-2015.

[O2024-0012326]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 1-2015, State Street (O2024-0012326), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of

such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 1-2015.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
1-2015	.575 percent	\$3,698,948	State Street	Chicago Loop Alliance

Establishment Ordinance:

Date: December 9, 2015

Journal pages: pages 14717 through 14737.

Attached Budget reads as follows:

Budget.

Special Service Area #		1-2015
SSA Name:	State Street	

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #0D25	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$542,500	\$0	\$0	\$0	\$0	\$542,500
2.00 Public Way Aesthetics	\$1,312,804	\$0	\$127,696	\$0	\$0	\$1,440,500
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$70,000	\$0	\$0	\$0	\$0	\$70,000
5.00 Public Health and Safety Programs	\$705,000	\$0	\$0	\$0	\$0	\$705,000
6.00 SSA Management	\$297,250	\$0	\$0	\$0	\$0	\$297,250
7.00 Personnel	\$771,394	\$0		\$0	\$0	\$771,394
Sub-total	\$3,698,948	\$0				
GRAND TOTALS	Levy Total	\$3,698,948	\$127,696	\$0	\$0	\$3,826,644

LEVY ANALYSIS	
Estimated 2024 EAV:	\$1,070,749,137
Authorized Tax Rate Cap:	0.575%
Maximum Potential Levy limited by Rate Cap:	\$6,156,808
Requested 2024 Levy Amount:	\$3,698,948
Estimated Tax Rate to Generate 2023 Levy:	0.3455%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 19.

[O2024-0012333]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 19, Howard Street (O2024-0012333), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 19.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
19	0.83 percent	\$473,955	Howard Street Special Service Area Commission	DevCorp North, doing business as Rogers Park Business Alliance

Establishment Ordinance:

Date: October 28, 1997

Journal pages: pages 54385 through 54400.

Amendment(s) to Establishment Ordinance:

Date: November 8, 2006

Journal pages: pages 90895 through 90978.

Attached Budget reads as follows:

Budget.

Special Service Area # 19	
SSA Name:	Howard Street

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$177,080	\$10,000	\$21,000	\$0	\$13,000	\$221,080
2.00 Public Way Aesthetics	\$168,312	\$3,480	\$3,000	\$0	\$0	\$174,792
3.00 Sustainability and Public Places	\$2,520	\$0	\$0	\$0	\$980	\$3,500
4.00 Economic/ Business Development	\$3,300	\$2,000	\$0	\$0	\$1,500	\$6,800
5.00 Public Health and Safety Programs	\$2,000	\$0	\$5,000	\$0	\$0	\$7,000
6.00 SSA Management	\$46,000	\$0	\$0	\$0	\$0	\$46,000
7.00 Personnel	\$59,263	\$0		\$0	\$0	\$59,263
	Sub-total	\$458,475	\$15,480			
GRAND TOTALS	Levy Total	\$473,955	\$29,000	\$0	\$15,480	\$518,435

LEVY ANALYSIS	
Estimated 2024 EAV:	\$58,453,576
Authorized Tax Rate Cap:	0.83
Maximum Potential Levy limited by Rate Cap:	\$48,516,468
Requested 2024 Levy Amount:	\$473,955
Estimated Tax Rate to Generate 2023 Levy:	0.8108%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 20.

[O2024-0012335]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 20, South Western Avenue (O2024-0012335), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated

amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 20.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
20	1.00 percent	\$293,814	South Western Avenue	Morgan Park Beverly Hills Business Association

Establishment Ordinance:

Date: October 28, 1997
Journal pages: pages 54399 through 54422.

Amendment(s) to Establishment Ordinance:

Date: November 12, 1997
Journal pages: pages 56749 through 56750.

Date: November 15, 2000
Journal pages: pages 45625 through 45630.

Date: December 8, 2004
Journal pages: pages 37551 through 37637.

Date: December 11, 2013
Journal pages: pages 69597 through 69672.

Date: December 14, 2022
Journal pages: pages 57877 through 57883.

Attached Budget reads as follows:

Budget.

	Special Service Area # 20
SSA Name: South Western Avenue	

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #158	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$69,150	\$0	\$0	\$0	\$13,850	\$83,000
2.00 Public Way Aesthetics	\$114,000	\$13,850	\$0	\$0	\$0	\$127,850
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$10,000	\$0	\$0	\$0	\$0	\$10,000
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$25,550	\$0	\$0	\$0	\$0	\$25,550
7.00 Personnel	\$61,264	\$0		\$0	\$0	\$61,264
Sub-total	\$279,964	\$13,850				
GRAND TOTALS	Levy Total	\$293,814	\$0	\$0	\$13,850	\$307,664

LEVY ANALYSIS	
Estimated 2024 EAV:	\$43,076,495
Authorized Tax Rate Cap:	1.000%
Maximum Potential Levy limited by Rate Cap:	\$430,765
Requested 2024 Levy Amount:	\$293,814
Estimated Tax Rate to Generate 2023 Levy:	0.6821%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 21-2016.

[O2024-0012336]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 21-2016, Lincoln Square Ravenswood Chamber of Commerce (O2024-0012336), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 20.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
21-2016	0.400 percent	\$394,578	Lincoln Square Special Service Area Commission	Lincoln Square Ravenswood Chamber of Commerce

Establishment Ordinance:

Date: December 14, 2016
Journal pages: pages 39230 -- 39251.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area #	21-2016
SSA Name:	Lincoln Square Ravenswood Chamber of Commerce

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #156	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$119,967	\$4,107	\$10,998	\$0	\$0	\$135,072
2.00 Public Way Aesthetics	\$149,729	\$0	\$7,119	\$0	\$6,107	\$162,955
3.00 Sustainability and Public Places	\$0	\$0	\$5,000	\$0	\$0	\$5,000
4.00 Economic/ Business Development	\$0	\$2,000	\$20,000	\$4,002	\$0	\$26,002
5.00 Public Health and Safety Programs	\$1,000	\$0	\$0	\$0	\$0	\$1,000
6.00 SSA Management	\$27,775	\$0	\$0	\$0	\$0	\$27,775
7.00 Personnel	\$90,000	\$0		\$0	\$0	\$90,000
Sub-total	\$388,471	\$6,107				
GRAND TOTALS	Levy Total	\$394,578	\$43,117	\$4,002	\$6,107	\$447,804

LEVY ANALYSIS	
Estimated 2024 EAV:	\$101,890,903
Authorized Tax Rate Cap:	0.400%
Maximum Potential Levy limited by Rate Cap:	\$407,564
Requested 2024 Levy Amount:	\$394,578
Estimated Tax Rate to Generate 2023 Levy:	0.3873%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 24.

[O2024-0012338]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 24, Clark Street (O2024-0012338), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 24.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
24	0.75 percent	\$421,291	Clark Street Special Service Area Commission	DevCorp North, doing business as Rogers Park Business Alliance

Establishment Ordinance:

Date: December 11, 2013
Journal pages: pages 69824 through 69915.

Amendment(s) to Establishment Ordinance:

Date: December 14, 2022
Journal pages: pages 57889 through 57913.

Attached Budget reads as follows:

Budget.

Special Service Area # 24	
SSA Name:	Clark/Morse/Glenwood

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #900	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$90,794	\$0	\$27,000	\$10,106	\$0	\$127,900
2.00 Public Way Aesthetics	\$174,312	\$10,000	\$76,100	\$0	\$10,000	\$270,412
3.00 Sustainability and Public Places	\$2,000	\$500	\$0	\$0	\$500	\$3,000
4.00 Economic/ Business Development	\$10,032	\$1,434	\$10,000	\$0	\$1,434	\$22,900
5.00 Public Health and Safety Programs	\$10,000	\$2,000	\$13,000	\$0	\$2,000	\$27,000
6.00 SSA Management	\$46,100	\$0	\$0	\$0	\$0	\$46,100
7.00 Personnel	\$74,119	\$0		\$0	\$0	\$74,119
	Sub-total	\$407,357	\$13,934			
GRAND TOTALS	Levy Total	\$421,291	\$126,100	\$10,106	\$13,934	\$571,431

LEVY ANALYSIS	
Estimated 2024 EAV:	\$78,880,610
Authorized Tax Rate Cap:	0.75%
Maximum Potential Levy limited by Rate Cap:	\$591,605
Requested 2024 Levy Amount:	\$421,291
Estimated Tax Rate to Generate 2023 Levy:	0.5341%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 25.

[O2024-0012339]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 25, Little Village (O2024-0012339), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 25.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
25	0.800 percent	\$382,578	Little Village	Little Village -- 26 th Street Area Chamber of Commerce, Inc.

Establishment Ordinance:

Date: November 12, 2008

Journal pages: pages 45685 through 45770.

Amendment(s) to Establishment Ordinance:

Date: November 21, 2017

Journal pages: pages 62064 through 62070.

Attached Budget reads as follows:

Budget.

Special Service Area #	25
SSA Name:	Little Village

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy					Total All Sources
	Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #931	Estimated Late Collections and Interest	
1.00 Customer Attraction	\$90,140	\$0	\$0	\$0	\$0	\$90,140
2.00 Public Way Aesthetics	\$169,000	\$0	\$94,394	\$0	\$0	\$263,394
3.00 Sustainability and Public Places	\$6,000	\$0	\$0	\$0	\$0	\$6,000
4.00 Economic/ Business Development	\$20,000	\$0	\$0	\$0	\$0	\$20,000
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$16,700	\$0	\$0	\$0	\$0	\$16,700
7.00 Personnel	\$80,738	\$0		\$0	\$0	\$80,738
Sub-total	\$382,578	\$0				
GRAND TOTALS	Levy Total	\$382,578	\$94,394	\$0	\$0	\$476,972

LEVY ANALYSIS	
Estimated 2024 EAV:	\$113,043,795
Authorized Tax Rate Cap:	0.800%
Maximum Potential Levy limited by Rate Cap:	\$904,350
Requested 2024 Levy Amount:	\$382,578
Estimated Tax Rate to Generate 2023 Levy:	0.3384%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 43.

[O2024-0012360]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 43, Devon Avenue (O2024-0012360), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 43.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
43	1.50 percent	\$538,928	Devon Avenue	DevCorp North, doing business as Rogers Park Business Alliance

Establishment Ordinance:

Date: November 1, 2006
Journal pages: pages 89682 through 89752.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014
Journal pages: pages 99786 through 99863.

Attached Budget reads as follows:

Budget.

Special Service Area # 43	
SSA Name:	Devon Avenue

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #0A20	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$142,526	\$0	\$0	\$0	\$11,000	\$153,526
2.00 Public Way Aesthetics	\$226,477	\$18,527	\$169,000	\$0	\$12,527	\$426,531
3.00 Sustainability and Public Places	\$2,000	\$3,000	\$0	\$0	\$0	\$5,000
4.00 Economic/ Business Development	\$1,800	\$0	\$0	\$0	\$1,000	\$2,800
5.00 Public Health and Safety Programs	\$3,000	\$4,000	\$0	\$0	\$1,000	\$8,000
6.00 SSA Management	\$40,200	\$0	\$0	\$0	\$0	\$40,200
7.00 Personnel	\$97,398	\$0		\$0	\$0	\$97,398
	Sub-total	\$513,401	\$25,527			
GRAND TOTALS	Levy Total	\$538,928	\$169,000	\$0	\$25,527	\$733,455

LEVY ANALYSIS	
Estimated 2024 EAV:	\$77,240,931
Authorized Tax Rate Cap:	1.500%
Maximum Potential Levy limited by Rate Cap:	\$1,158,614
Requested 2024 Levy Amount:	\$538,928
Estimated Tax Rate to Generate 2023 Levy	0.6977%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 44.

[O2024-0012322]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 44, 103rd Street/Beverly (O2024-0012322), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated

amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 44.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
44	2.50 percent	\$78,015	103 rd Street/Beverly	Morgan Park Beverly Hills Business Association

Establishment Ordinance:

Date: November 7, 2007

Journal pages: pages 13653 through 13724.

Amendment(s) to Establishment Ordinance:

Date: December 12, 2007

Journal pages: pages 17060 through 17063.

Date: December 9, 2015

Journal pages: pages 14757 through 14768.

Date: November 15, 2023

Journal pages: pages 6899 through 6912.

Attached Budget reads as follows:

Budget.

	Special Service Area #	44
SSA Name: 103rd Street/Beverly		

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$24,000	\$0	\$0	\$0	\$0	\$24,000
2.00 Public Way Aesthetics	\$30,700	\$0	\$0	\$0	\$0	\$30,700
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$0	\$0	\$0	\$0	\$0	\$0
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$7,975	\$0	\$0	\$0	\$0	\$7,975
7.00 Personnel	\$15,340	\$0	\$0	\$0	\$0	\$15,340
Sub-total	\$78,015	\$0	\$0	\$0	\$0	\$78,015
GRAND TOTALS	Levy Total	\$78,015	\$0	\$0	\$0	\$78,015

LEVY ANALYSIS	
Estimated 2024 EAV:	\$4,727,759
Authorized Tax Rate Cap:	2.500%
Maximum Potential Levy limited by Rate Cap:	\$118,194
Requested 2024 Levy Amount:	\$78,015
Estimated Tax Rate to Generate 2023 Levy:	1.6501%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 54.

[O2024-0012370]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 54, Sheridan Road (O2024-0012370), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 54.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
54	0.75 percent	\$173,670	Sheridan Road Special Service Area Commission	DevCorp North, doing business as Rogers Park Business Alliance

Establishment Ordinance:

Date: November 16, 2011

Journal pages: pages 15181 through 15262.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 54	
SSA Name:	Sheridan Rd

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #0D03	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$28,960	\$5,528	\$10,000	\$0	\$5,700	\$50,188
2.00 Public Way Aesthetics	\$76,785	\$8,500	\$3,500	\$0	\$10,000	\$98,785
3.00 Sustainability and Public Places	\$700	\$0	\$0	\$0	\$0	\$700
4.00 Economic/ Business Development	\$1,100	\$0	\$0	\$0	\$1,828	\$2,928
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$23,275	\$0	\$0	\$0	\$0	\$23,275
7.00 Personnel	\$28,822	\$0		\$0	\$0	\$28,822
	Sub-total	\$159,642	\$14,028			
GRAND TOTALS	Levy Total	\$173,670	\$13,500	\$0	\$17,528	\$204,698

LEVY ANALYSIS	
Estimated 2024 EAV:	\$33,406,402
Authorized Tax Rate Cap:	0.75
Maximum Potential Levy limited by Rate Cap:	\$25,054,802
Requested 2024 Levy Amount:	\$173,670
Estimated Tax Rate to Generate 2023 Levy:	0.5199%

AMENDMENTS TO YEAR 2023 TAX LEVY AND YEAR 2024 BUDGET AND IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 75.

[O2024-0012391]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of amendments to Year 2023 appropriation, tax levy, ordinance Year 2024 service provider agreement increasing total requested levy adjusted budget and authorizing issuance of one year Service Provider Agreement for Special Service Area Number 75, Oak Street (O2024-0012391), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; and

WHEREAS, On October 4, 2023, the City Council enacted an ordinance (the "2023 Appropriation, Levy, and Agreement Ordinance"), which was published in the *Journal* for

such date at pages 3590 through 3595, and which among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2024, levied the Services Tax for the year 2023, and authorized an agreement with Oak Street Council, an Illinois not-for-profit corporation, as the Service Provider (the "2024 Service Provider"), for the provision of the Special Services in 2024; and

WHEREAS, Pursuant to the 2023 Appropriation, Levy, and Agreement Ordinance, the City and the 2024 Service Provider entered into a Service Provider Agreement (the "2024 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2024 by \$174,474; and

WHEREAS, The City therefore desires to amend both the 2023 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2024 Service Provider Agreement; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2024.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2024, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2024 against all the taxable property within the Area, the

amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Amendment Of 2023 Appropriation, Levy, And Agreement Ordinance. The budget attached to Exhibit A of the 2023 Appropriation, Levy, and Agreement Ordinance is hereby deleted in its entirety and replaced with the budget attached as Exhibit A-1 hereto.

SECTION 7. Amendment To 2024 Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2024 Service Provider Agreement consistent with Section 6 above and as authorized herein (the "2024 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2024 Service Provider Agreement Amendment.

SECTION 8. 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 9. 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 10. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 11. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

[Exhibit "A1" referred to in this ordinance printed on page 18375 of this *Journal*.]

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

Exhibit "A".

Special Service Area No. 75.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
75	0.62 percent	\$423,360	Oak Street Special Service Area Commission	Oak Street Council

Establishment Ordinance:

Date: December 16, 2020

Journal pages: pages 25240 through 25261.

Attached Budget reads as follows:

Budget.

Special Service Area # 75	
SSA Name:	Oak Street

2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #0D38	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$135,200	\$0	\$20,000	\$0	\$0	\$155,200
2.00 Public Way Aesthetics	\$142,460	\$0	\$0	\$0	\$25,066	\$167,526
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$5,650	\$0	\$20,000	\$0	\$0	\$25,650
5.00 Public Health and Safety Programs	\$81,000	\$0	\$10,000	\$0	\$0	\$91,000
6.00 SSA Management	\$59,050	\$0	\$0	\$0	\$0	\$59,050
7.00 Personnel	\$0	\$0		\$0	\$0	\$0
Sub-total	\$423,360	\$0				
GRAND TOTALS	Levy Total	\$423,360	\$50,000	\$0	\$25,066	\$498,426

LEVY ANALYSIS	
Estimated 2024 EAV:	\$103,884,088
Authorized Tax Rate Cap:	0.620%
Maximum Potential Levy limited by Rate Cap:	\$644,081
Requested 2024 Levy Amount:	\$423,380
Estimated Tax Rate to Generate 2023 Levy:	0.4075%

Amended 2024 Budget.

Specia Service Area # 75	
SSA Name:	Oak Street

Amended 2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total Sources	All
	Collectable Levy	Estimated Loss Collection					
1.00 Customer Attraction	\$169,800	\$0	\$10,000	\$0	\$0	\$179,800	
2.00 Public Way Aesthetica	\$114,000	\$0	\$10,000	\$0	\$0	\$124,000	
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$5,100	\$0	\$91,300	\$0	\$0	\$96,400	
5.00 Public Health and Safety Programs	\$60,000	\$0	\$73,174	\$0	\$0	\$133,174	
6.00 SSA Management	\$54,300	\$0	\$0	\$0	\$0	\$54,300	
7.00 Personnel	\$0	\$0		\$0	\$0	\$0	\$0
Sub-total	\$403,200	\$0					
GRAND TOTALS	Levy Total	\$403,200	\$184,474	\$0	\$0	\$587,674	

LEVY ANALYSIS	
Estimated 2023 EAV:	\$104,745,847
Authorized Tax Rate Cap:	0.820%
Maximum Potential Levy limited by Rate Cap:	\$849,424
Requested 2023 Levy Amount:	\$403,200
Estimated Tax Rate to Generate 2022 Levy	0.3849%

PUBLIC HEARING ON EXTENSION OF TAX LEVY PERIOD, INCREASE OF TAX LEVY RATE AND ADDITION OF DISTINCT SPECIAL SERVICES FOR SPECIAL SERVICE AREA NO. 8.

[O2024-0012329]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for public hearing for Special Service Area Number 8, Lakeview East (O2024-0012329), to increase tax levy rate, add distinct special services and extend tax levy period from 2024 to 2038, introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On November 16, 2011, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 14795 through 14893, and which established an area known and designated as City of Chicago Special Service Area Number 8 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2011 through and including 2025 (the "Original Levy Period"), not to exceed an annual rate of 0.41 percent of the equalized assessed value of the taxable property therein (the "Original Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area on Broadway, from Diversey Parkway to Grace Street; on Clark Street, from Diversey Parkway to Fletcher Street on the westside and Belmont Avenue on the eastside; on Halsted Street, from Diversey Parkway to Belmont Avenue; on Belmont Avenue, from Halsted Street to Orchard Street on the southside of the street and Broadway on the northside of the street; and on the northside of Diversey Parkway, from Halsted Street to one parcel west of Sheridan Road; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies and enhanced land use oversight and control initiatives); and

WHEREAS, The City now desires to: (i) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"); (ii) increase the maximum rate of the Original Services Tax from an annual rate of 0.41 percent to 0.525 percent of the equalized assessed value of the taxable property within the Area (the "Services Tax"); and (iii) authorize the extension of the time period for which the levy

of the Services Tax is authorized within the Area from the Original Levy Period to a period from tax year 2024 through and including tax year 2038 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to: (i) authorizing certain Special Services in the Area be provided; (ii) the authorization of the Services Tax at an annual rate of 0.525 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; 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 herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the City Clerk's website, in order to consider: (i) authorizing certain Special Services in the Area be provided; (ii) the authorization of the Services Tax at an annual rate of 0.525 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 0.525 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2024 through and including 2038. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2024 is \$995,838. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public

health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Broadway, from Diversey Parkway to Grace Street; on Clark Street, from Diversey Parkway to Fletcher Street on the westside and Belmont Avenue on the eastside; on Halsted Street, from Diversey Parkway to Belmont Avenue; on Belmont Avenue, from Halsted Street to Orchard Street on the southside of the street and Broadway on the northside of the street; on the northside of Diversey Parkway, from Halsted Street to one parcel west of Sheridan Road.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 8.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<http://www.chicityclerk.com/>], in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 8 (the "Area"). The matters shall include: (i) authorizing certain Special Services

in the Area be provided; (ii) the authorizing the Services Tax at an annual rate of 0.525 percent in the Area; and (iii) authorizing the extension of the Original Levy Period for which the levy of the Services Tax is authorized within the Area through and including tax year 2038. The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.525 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2024 is \$995,838. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time. The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Broadway, from Diversey Parkway to Grace Street; on Clark Street, from Diversey Parkway to Fletcher Street on the westside and Belmont Avenue on the eastside; on Halsted Street, from Diversey Parkway to Belmont Avenue; on Belmont Avenue, from Halsted Street to Orchard Street on the southside of the street and Broadway on the northside of the street; on the northside of Diversey Parkway, from Halsted Street to one parcel west of Sheridan Road.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by: (i) the authorization of the Special Services in the Area be provided therein; (ii) the authorization of the Services Tax at an annual rate not to exceed 0.525 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original levy period to the period from tax year 2024 through and including tax year 2038, may file

with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the authorization of the Special Services in the Area be provided therein; (ii) the authorization of the Services Tax at an annual rate not to exceed 0.525 percent of the equalized assessed value of the taxable property within the Area; and/or (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original levy period to the period from tax year 2024 through and including tax year 2038, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 8 Legal Description.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 29 AND THE SOUTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF NORTH BROADWAY WITH THE CENTERLINE LINE OF BELMONT AVENUE, BEING ALSO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

EAST ALONG THE CENTERLINE OF BELMONT AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN KIMBALL YOUNG'S SUBDIVISION OF THE NORTH 10 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 8 IN KIMBALL YOUNG'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE TO THE CENTERLINE OF THE 12 FOOT WIDE PUBLIC ALLEY EAST OF NORTH BROADWAY;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF BRIAR PLACE;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF BRIAR PLACE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN BLOCK 3 OF OWNER'S DIVISION OF BRAUCKMAN'S & GEHRKE'S SUBDIVISION OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 1 IN BLOCK 3 OF OWNER'S DIVISION OF BRAUCKMAN'S & GEHRKE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BRIAR PLACE;

THENCE EAST ALONG SAID CENTERLINE OF BRIAR PLACE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 17.5 FEET OF LOT 3 IN BLOCK 4 OF OWNER'S DIVISION OF BRAUCKMAN'S & GEHRKE'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 17.5 FEET OF LOT 3 IN BLOCK 4 OF OWNER'S DIVISION OF BRAUCKMAN'S & GEHRKE'S SUBDIVISION TO THE NORTH LINE OF LOT 3 IN CULVER'S ADDITION TO CHICAGO OF SECTION 28 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 3 IN CULVER'S ADDITION TO CHICAGO TO THE EAST LINE THEREOF;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 3 IN CULVER'S ADDITION TO CHICAGO TO THE SOUTH LINE OF THE NORTH 78 FEET OF LOT 3 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 78 FEET OF LOT 3 IN CULVER'S ADDITION TO CHICAGO TO THE EAST LINE OF THE WEST 17 FEET OF LOT 3 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 17 FEET OF LOT 3 IN CULVER'S ADDITION TO CHICAGO AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BARRY AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 48 IN CULVER'S ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 48 IN CULVER'S ADDITION TO CHICAGO AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 18 FOOT WIDE ALLEY SOUTH OF BARRY AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 18 FOOT WIDE ALLEY SOUTH OF BARRY AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 51 IN CULVER'S ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 51 IN CULVER'S ADDITION TO CHICAGO AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WELLINGTON AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF WELLINGTON AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 8 FEET OF LOT 11 IN HOMEWOOD SUBDIVISION OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 8 FEET OF LOT 11 IN HOMEWOOD SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WELLINGTON AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WELLINGTON AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 13 IN HOMEWOOD SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 13 IN HOMEWOOD SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN OWNER'S DIVISION OF THE WEST HALF OF LOT 10 & ALL OF LOTS 11 & 12 IN THE SUBDIVISION OF BLOCK 1 IN GILBERT HUBBARD'S ADDITION TO CHICAGO IN SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 2 IN OWNER'S DIVISION TO THE SOUTH LINE THEREOF;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 2 IN OWNER'S DIVISION TO THE EAST LINE OF LOT 1 IN OWNER'S DIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 IN OWNER'S DIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE THEREOF;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN OWNER'S DIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF NORTH BROADWAY, BEING ALSO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF NORTH BROADWAY AND THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTERLINE OF THE 30 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY;

THENCE EAST ALONG SAID CENTERLINE OF THE 30 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CAMBRIDGE AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CAMBRIDGE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 3 OF LE MOYNE'S SUBDIVISION OF SECTION 28 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 7 IN BLOCK 3 OF LE MOYNE'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF CAMBRIDGE AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF CAMBRIDGE AVENUE TO THE WESTERLY EXTENSION OF THE CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 11 IN THE RESUBDIVISION OF BLOCK 1 OF LE MOYNE'S SUBDIVISION OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 11 IN THE RESUBDIVISION OF BLOCK 1 OF LE MOYNE'S SUBDIVISION AND

THE SOUTHERLY EXTENSION THEREOF TO THE NORTH LINE OF DIVERSEY PARKWAY IN THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF DIVERSEY PARKWAY IN THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTERLINE OF BURLING STREET;

THENCE NORTH ALONG SAID CENTERLINE OF BURLING STREET TO THE WESTERLY EXTENSION OF THE CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY TO THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF LOTS 3, 4 & 5 IN ABBOTT'S SUBDIVISION OF THE WEST PART OF THE SOUTH HALF OF LOT 10 IN BICKERDIKE & STEELE'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE WESTERLY LINE OF LOTS 3, 4 & 5 IN ABBOTT'S SUBDIVISION TO THE NORTH LINE OF LOT 5 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 5 IN ABBOTT'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF ORCHARD STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF ORCHARD STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN ABBOTT'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 2 IN ABBOTT'S SUBDIVISION TO THE EAST LINE THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF LOT 2 IN ABBOTT'S SUBDIVISION TO THE NORTH LINE THEREOF;

THENCE WEST ALONG SAID NORTH LINE OF LOT 2 IN ABBOTT'S SUBDIVISION TO THE EAST LINE OF LOT 1 IN ABBOTT'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF LOT 1 IN ABBOTT'S SUBDIVISION TO THE NORTH LINE THEREOF;

THENCE WEST ALONG SAID NORTH LINE OF LOT 1 IN ABBOTT'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF ORCHARD STREET;

THENCE NORTH ALONG SAID CENTERLINE OF ORCHARD STREET TO A BEND THEREIN;

THENCE EAST ALONG SAID CENTERLINE OF ORCHARD STREET TO THE CENTERLINE OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF CLARK STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12 IN COUNTY CLERK'S DIVISION OF THAT PART LYING EAST OF HALSTED STREET AND NORTH OF THE NORTH LINE OF HAMMOND & CRAWFORD'S SUBDIVISION OF LOTS 12 & 13 IN BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 12 IN COUNTY CLERK'S DIVISION TO THE WEST LINE THEREOF;

THENCE NORTHWESTERLY ALONG SAID WEST LINE OF LOT 12 IN COUNTY CLERK'S DIVISION TO THE SOUTH LINE OF LOT 4 IN COUNTY CLERK'S DIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 4 IN COUNTY CLERK'S DIVISION TO THE WEST LINE THEREOF;

THENCE NORTHWESTERLY ALONG SAID WEST LINE OF LOT 4 IN COUNTY CLERK'S DIVISION TO THE SOUTH LINE OF LOT 3 IN COUNTY CLERK'S DIVISION AFORESAID AT A POINT 122 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTHWESTERLY ALONG A LINE BEGINNING AT A POINT 122 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3 IN COUNTY CLERK'S DIVISION TO THE SOUTH LINE OF LOT 2 AT A POINT 120 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2 IN COUNTY CLERK'S DIVISION TO A POINT 137.43 FEET WEST OF THE SOUTHEAST CORNER THEREOF;

THENCE NORTH, PERPENDICULAR TO THE SOUTH LINE OF LOT 2 IN COUNTY CLERK'S DIVISION, 40.90 FEET;

THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 35 FEET;

THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, TO A LINE 140.73 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID LINE 140.73 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF CLARK STREET TO THE CENTERLINE OF VACATED OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF VACATED OAKDALE AVENUE TO THE WEST LINE OF VACATED OAKDALE AVENUE AFORESAID;

THENCE NORTH ALONG SAID VACATED OAKDALE AVENUE TO THE NORTH LINE THEREOF;

THENCE EAST ALONG SAID NORTH LINE OF VACATED OAKDALE AVENUE TO THE CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF CLARK STREET TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF OAKDALE AVENUE TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF HALSTED STREET AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET;

THENCE SOUTHEASTERLY ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET TO THE CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF HALSTED STREET TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY;

THENCE EAST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF BURLING STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF BURLING STREET TO THE CENTERLINE OF DIVERSEY PARKWAY, BEING ALSO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF DIVERSEY PARKWAY, AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TO ITS INTERSECTION WITH THE CENTERLINE OF HALSTED STREET, BEING ALSO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29 AFORESAID;

THENCE CONTINUING ALONG SAID CENTERLINE OF DIVERSEY PARKWAY AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 AFORESAID TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF 4 IN MARY D. HEANEY'S SUBDIVISION OF LOTS 6 TO 10 OF BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION OF OUTLOT 8 OF CANAL TRUSTEES SUBDIVISION OF THE EAST

HALF OF SECTION 29 AFORESAID (EXCEPT THE NORTH 4-20/100 ACRES OF THAT PART OF SAID LOT WHICH LIES WEST OF THE GREEN BAY ROAD);

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 4 IN MARY D. HEANEY'S SUBDIVISION TO THE SOUTH LINE OF LOT 5 IN BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 5 IN BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE WOLFRAM STREET;

THENCE EAST ALONG SAID CENTERLINE OF WOLFRAM STREET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 22 IN BLOCK 1 OF WOODLAND'S SUBDIVISION OF THE EAST HALF OF OUTLOT 5 OF CANAL TRUSTEES SUBDIVISION IN SECTION 29 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 22 IN BLOCK 1 OF WOODLAND'S SUBDIVISION TO THE WEST LINE OF THE EAST 75 FEET OF LOTS 19 TO 22 IN BLOCK 1 OF WOODLAND'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 75 FEET OF LOTS 19 TO 22 IN BLOCK 1 OF WOODLAND'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WELLINGTON AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF WELLINGTON AVENUE TO THE CENTERLINE OF DAYTON STREET;

THENCE NORTH ALONG SAID CENTERLINE OF DAYTON STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4 IN CANAL TRUSTEES SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 4 IN CANAL TRUSTEES SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF HALSTED STREET;

THENCE NORTH ALONG SAID CENTERLINE OF HALSTED STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CANAL TRUSTEES SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 2 IN CANAL TRUSTEES SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF VACATED DAYTON STREET;

THENCE NORTH ALONG SAID CENTERLINE OF VACATED DAYTON STREET TO THE CENTERLINE OF BARRY AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 100 FEET OF LOTS 3 & 4 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION OF OUTLOT 1 OF CANAL TRUSTEES SUBDIVISION IN SECTION 29 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE WEST 100 FEET OF LOTS 3 & 4 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION TO THE SOUTH LINE OF LOT 2 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION TO THE EAST LINE OF THE WEST 100 FEET THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 100 FEET OF LOT 2 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION TO THE SOUTH LINE OF LOT 1 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION AFORESAID TO THE EAST LINE OF THE WEST 99 FEET THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 99 FEET OF LOT 1 IN BLOCK 3 OF GEHRKE & BRAUCKMANN'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF FLETCHER STREET;

THENCE EAST ALONG SAID CENTERLINE OF FLETCHER STREET TO THE CENTERLINE OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF CLARK STREET TO THE CENTERLINE OF BELMONT AVENUE, BEING ALSO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF BELMONT AVENUE, AND THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TO ITS INTERSECTION WITH THE CENTERLINE OF HALSTED STREET, BEING ALSO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE CONTINUING EAST ALONG SAID CENTERLINE OF BELMONT AVENUE AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTERLINE OF ORCHARD STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF ORCHARD STREET TO THE EASTERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE TO THE CENTERLINE OF THE 14 ALLEY EAST OF HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 14 ALLEY EAST OF HALSTED STREET TO THE NORTH LINE OF THE VACATED 14 FOOT WIDE ALLEY SOUTH OF BRIAR PLACE;

THENCE WEST ALONG SAID NORTH LINE OF THE VACATED 14 FOOT WIDE ALLEY SOUTH OF BRIAR PLACE TO THE WEST LINE OF LOT 7 IN R.R. CLARK'S ADDITION TO LAKE VIEW SUBDIVISION OF LOT 1 OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID IN THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 7 IN R.R. CLARK'S ADDITION TO LAKE VIEW SUBDIVISION TO THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF THE NORTH 93.4 FEET OF THE WEST 506.8 FEET OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE WEST ALONG THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF THE NORTH 93.4 FEET OF THE WEST 506.8 FEET OF BICKERDIKE & STEELE'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF HALSTED STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE LOTS 8 & 9 IN THE SUBDIVISION OF THE NORTH 93.4 FEET OF THE WEST 506.8 FEET OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE LOTS 8 & 9 IN THE SUBDIVISION OF THE NORTH 93.4 FEET OF THE WEST 506.8 FEET OF BICKERDIKE & STEELE'S SUBDIVISION TO THE EAST LINE OF LOT 20 IN OAK GROVE ADDITION TO CHICAGO, A SUBDIVISION OF BICKERDIKE & STEELE'S SUBDIVISION EAST OF GREEN BAY ROAD & WEST OF COMMISSIONER'S DITCH (EXCEPT THE NORTH 2 ACRES), ALSO RESUBDIVISION OF SUBDIVISION OF LOT 5 BECOMING STREET & SUBLOTS 1 TO 4 (EXCEPT THE EAST 200 FEET) OF SUBLOTS 6 & 7 AND (EXCEPT THE EAST 150 FEET) IN NOBLE'S SUBDIVISION OF THAT PART OF LOT 2 LYING EAST OF STATE DITCH OF BICKERDIKE & STEELE'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 20 IN OAK GROVE ADDITION TO CHICAGO AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BARRY AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE NORTHWESTERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 2.1 FEET OF LOT 4 IN THE SUBDIVISION OF LOTS 22, 23 & 24 OF OAK GROVE ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 2.1 FEET OF LOT 4 IN THE SUBDIVISION OF LOTS 22, 23 & 24 OF OAK GROVE ADDITION TO CHICAGO TO THE EAST LINE OF LOT 4 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF LOT 4 IN THE SUBDIVISION OF LOTS 22, 23 & 24 OF OAK GROVE ADDITION TO CHICAGO TO THE NORTH LINE OF LOT 12 IN KNOKE & GARDNER'S SUBDIVISION IN SECTION 28 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 12 IN KNOKE & GARDNER'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 IN KNOKE & GARDNER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 10 IN KNOKE & GARDNER'S SUBDIVISION TO THE EAST LINE OF LOT 8 IN VOLKMAN'S SUBDIVISION OF LOTS 4 TO 9 OF BLOCK 4 OF KNOKE & GARDNER'S SUBDIVISION IN SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 8 IN VOLKMAN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WELLINGTON AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF WELLINGTON AVENUE TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF CLARK STREET AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE NORTHERLY EXTENSION OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 1, 110.25 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID LOT, 109.78 FEET WEST OF THE SOUTHEAST CORNER THEREOF, IN MARY KNAUER'S SUBDIVISION OF LOT 14

(EXCEPT THE EAST 263 FEET THEREOF) IN THE SUBDIVISION OF LOTS 4 & 5 AND THE SOUTH HALF OF LOT 3 AND THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 263 FEET AND THE NORTH 10 FEET THEREOF) OF BICKERDIKE & STEELE'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 28 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID LAST DESCRIBED LINE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF OAKDALE AVENUE TO THE CENTERLINE OF THE 20 WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 20 WIDE ALLEY EAST OF CLARK STREET TO THE NORTH LINE OF LOT 4 IN JOHN W. FOSTER'S RESUBDIVISION OF LOTS 9 TO 13 OF FOSTER'S & OTHERS SUBDIVISION OF LOT 3 OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 4 IN JOHN W. FOSTER'S RESUBDIVISION TO THE WEST LINE OF LOT 2 IN JOHN W. FOSTER'S RESUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 2 IN JOHN W. FOSTER'S RESUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF SURF STREET;

THENCE EAST ALONG SAID CENTERLINE OF SURF STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF SURF STREET;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF SURF STREET TO THE WEST LINE OF THE EAST 15 FEET OF LOT 23 IN FOSTER'S & OTHERS SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 15 FEET OF LOT 23 IN FOSTER'S & OTHERS SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF SURF STREET;

THENCE EAST ALONG SAID CENTERLINE OF SURF STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 3 IN FOSTER'S & OTHERS SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 3 IN FOSTER'S & OTHERS SUBDIVISION AND THE NORTHERLY EXTENSION

THEREOF TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF OAKDALE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 14 IN BLOCK 1 OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 14 IN BLOCK 1 OF BICKERDIKE & STEELE'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 8 TO 14 IN R.S. ELDER & OTHERS SUBDIVISION OF THE EAST 280 FEET OF THE SOUTH 125 FEET LYING NORTH OF THE NORTH LINE OF OAKDALE AVENUE OF BLOCK 1 OF KNOKE & GARDNER'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOTS 8 TO 14 IN R.S. ELDER & OTHERS SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF, BEING ALSO COINCIDENT WITH THE EAST LINE OF LOT 2 IN THE SUBDIVISION OF THAT PART OF THE EAST 400 FEET LYING NORTH OF THE NORTH LINE OF OAKDALE AVENUE (EXCEPT THE SOUTH 125 OF THE EAST 280 FEET THEREOF) OF LOT 1 OF KNOKE & GARDNER'S SUBDIVISION AFORESAID, TO THE CENTERLINE OF WELLINGTON AVENUE AT ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 100 FEET OF LOTS 4, 5 & 6 IN BLOCK 5 OF KNOKE & GARDNER'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE EAST 100 FEET OF LOTS 4, 5 & 6 IN BLOCK 5 OF KNOKE & GARDNER'S SUBDIVISION TO THE SOUTH LINE OF LOT 3 IN BLOCK 5 OF KNOKE & GARDNER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 IN BLOCK 5 OF KNOKE & GARDNER'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTH ALONG SAID CENTERLINE OF THE 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE SOUTH LINE OF THE VACATED 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE WEST ALONG SAID SOUTH LINE OF THE VACATED 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE WEST LINE OF THE VACATED 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTH ALONG SAID WEST LINE OF THE VACATED 20 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE SOUTH LINE OF LOT 8 IN NOBLE'S

SUBDIVISION OF THAT PART OF LOT 2 LYING EAST OF STATE DITCH OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 8 IN NOBLE'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTHWESTERLY ALONG SAID WEST LINE OF LOT 8 IN NOBLE'S SUBDIVISION TO THE NORTH LINE THEREOF;

THENCE EAST ALONG SAID NORTH LINE OF LOT 8 IN NOBLE'S SUBDIVISION TO THE WEST LINE OF LOT 7 IN NOBLE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOT 7 IN NOBLE'S SUBDIVISION TO THE SOUTH LINE OF LOT 6 IN NOBLE'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 6 IN NOBLE'S SUBDIVISION TO THE WEST LINE OF THE EAST 89.79 FEET OF THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 89.79 FEET OF LOT 6 IN NOBLE'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BARRY AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN W.F. ROSS SUBDIVISION OF THE EAST 200 FEET OF LOT 4 AND THAT PART OF LOT 5 LYING NORTH OF BARRY AVENUE OF NOBLE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 2 IN W.F. ROSS SUBDIVISION TO THE SOUTH LINE OF LOT 3 IN NOBLE'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 IN NOBLE'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF LOT 3 AND THE WEST LINE OF LOTS 1 & 2 IN NOBLE'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH 32 FEET OF LOT 1 IN NOBLE'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 32 FEET OF LOT 1 IN NOBLE'S SUBDIVISION TO THE EAST LINE OF THE WEST 12 FEET THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 12 FEET OF THE NORTH 32 FEET OF LOT 1 IN NOBLE'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF BRIAR PLACE;

THENCE EAST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF BRIAR PLACE TO THE CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTH ALONG SAID CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH BROADWAY AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BRIAR PLACE;

THENCE EAST ALONG SAID CENTERLINE OF BRIAR PLACE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 33 FEET OF LOT 10 IN HITCHCOCK & WILSON'S SUBDIVISION OF THE EAST HALF OF LOT 1 OF BICKERDIKE & STEELE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE WEST 33 FEET OF LOT 10 IN HITCHCOCK & WILSON'S SUBDIVISION TO THE SOUTH LINE OF LOT 9 IN HITCHCOCK & WILSON'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 9 IN HITCHCOCK & WILSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTH ALONG SAID CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE TO THE NORTHERLY EXTENSION OF THE WEST HALF OF LOT 30 IN HITCHCOCK & WILSON'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST HALF OF LOT 30 IN HITCHCOCK & WILSON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BRIAR PLACE;

THENCE WEST ALONG SAID CENTERLINE OF BRIAR PLACE TO THE CENTERLINE OF ORCHARD STREET;

THENCE NORTH ALONG SAID CENTERLINE OF ORCHARD STREET TO THE CENTERLINE OF BELMONT AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BELMONT AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 72 FEET OF LOT 41 IN PINE GROVE SUBDIVISION IN FRACTIONAL SECTION 21 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE WEST 72 FEET OF LOT 41 IN PINE GROVE SUBDIVISION TO THE SOUTH LINE OF THE NORTH 64 FEET OF LOT 41 IN PINE GROVE SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 64 FEET OF LOT 41 IN PINE GROVE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF HALSTED STREET; THENCE NORTH ALONG SAID EAST LINE OF HALSTED STREET TO THE WESTERLY EXTENSION OF THE CENTERLINE OF THE 18 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTERLINE OF THE 18 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4 IN SANDERS SUBDIVISION OF THE SOUTH 3.10 CHAINS OF LOT 30 OF PINE GROVE SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 4 IN SANDERS SUBDIVISION TO THE SOUTH LINE OF THE NORTH 50 FEET OF LOT 1 IN SANDERS SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET OF LOT 1 IN SANDERS SUBDIVISION TO THE WEST LINE OF THE EAST 39.5 FEET OF LOT 1 AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 39.5 FEET OF LOT 1 IN SANDERS SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF MELROSE STREET;

THENCE WEST ALONG SAID CENTERLINE OF MELROSE STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 13.5 FEET OF LOT 16 IN HENRY M. PETER'S SUBDIVISION OF PART OF LOT 30 OF PINE GROVE SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE EAST 13.5 FEET OF LOT 16 IN HENRY M. PETER'S SUBDIVISION TO THE SOUTH LINE OF LOT 1 IN GEHRKE & BRAUCKMAN'S SUBDIVISION OF THE NORTH 122.76 FEET OF LOT 30 OF PINE GROVE SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 1 IN GEHRKE & BRAUCKMAN'S SUBDIVISION TO THE WEST LINE OF THE EAST 33 FEET THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33 FEET OF LOT 1 IN GEHRKE & BRAUCKMAN'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ALDINE AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF ALDINE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 50 FEET OF LOTS 3, 4 & 5 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW, A SUBDIVISION OF LOTS 31 & 32 IN PINE GROVE SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE EAST 50 FEET OF LOTS 3, 4 & 5 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF 16 FOOT WIDE ALLEY SOUTH OF BUCKINGHAM PLACE IN LOT 3 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF 16 FOOT WIDE ALLEY SOUTH OF BUCKINGHAM PLACE IN LOT 3 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE EASTERLY EXTENSION OF THE NORTH LINE OF 16 FOOT WIDE ALLEY SOUTH OF BUCKINGHAM PLACE;

THENCE EAST ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF 16 FOOT WIDE ALLEY SOUTH OF BUCKINGHAM PLACE TO THE WEST LINE OF THE EAST 50 FEET OF LOTS 3, 2 & 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST 50 FEET OF LOTS 3, 2 & 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BUCKINGHAM PLACE;

THENCE WEST ALONG SAID CENTERLINE OF BUCKINGHAM PLACE TO THE SOUTHEASTERLY EXTENSION OF THE WEST LINE OF LOTS 2 TO 5 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AFORESAID;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE WEST LINE OF LOTS 2 TO 5 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW TO THE WEST LINE OF LOT 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW TO A LINE 89.30 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID;

THENCE EAST ALONG SAID LINE 89.30 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW 41.30 FEET;

THENCE NORTH 1.71 FEET TO A POINT 41.30 FEET EAST OF THE WEST LINE OF LOT 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST 0.48 FEET;

THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 66.25 FEET, A DISTANCE OF 28.58 FEET;

THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 22.43 FEET, A DISTANCE OF 26.48 FEET;

THENCE NORTH 02°14'27" WEST 60.32 FEET TO THE NORTH LINE OF LOT 1 IN CLARK & McCONNELL'S ADDITION TO LAKE VIEW AT A POINT 80.15 FEET EAST OF THE NORTHWEST CORNER THEREOF;

THENCE CONTINUING ALONG THE NORTHERLY EXTENSION OF THE LAST DESCRIBE COURSE TO THE CENTERLINE OF ROSCOE STREET;

THENCE EAST ALONG SAID CENTERLINE OF ROSCOE STREET TO THE SOUTHEASTERLY EXTENSION OF THE A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 61.47 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID LOT, 67.5 FEET WEST FROM THE SOUTHEAST CORNER THEREOF, IN WILLIAMS & OTHERS SUBDIVISION OF LOTS 5 & 6 OF E.J.M. HALE'S SUBDIVISION OF BLOCK 15 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 & 33 TO 37 IN PINE GROVE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 4 IN E.J.M. HALE'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 4 IN E.J.M. HALE'S SUBDIVISION TO THE WEST LINE OF LOTS 1 TO 4 IN E.J.M. HALE'S SUBDIVISION AFORESAID;

THENCE NORTHWESTERLY ALONG SAID WEST LINE OF LOTS 1 TO 4 IN E.J.M. HALE'S SUBDIVISION TO THE SOUTH LINE OF LOT 6 IN ANNA P. COLEHOUR'S SUBDIVISION OF THE EAST 2.1 ACRES OF BLOCK 14 OF HUNDLEY'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 6 IN ANNA P. COLEHOUR'S SUBDIVISION TO THE EAST LINE OF THE WEST 38.5 FEET OF LOTS 5 & 6 IN ANNA P. COLEHOUR'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 38.5 FEET OF LOTS 5 & 6 IN ANNA P. COLEHOUR'S SUBDIVISION TO THE SOUTH LINE OF LOT 4 IN ANNA P. COLEHOUR'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 4 IN ANNA P. COLEHOUR'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTH ALONG THE WEST LINE OF LOTS 3 & 4 IN ANNA P. COLEHOUR'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH 27.6 FEET OF LOT 3 IN ANNA P. COLEHOUR'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 27.6 FEET OF LOT 3 IN ANNA P. COLEHOUR'S SUBDIVISION TO THE WEST LINE OF LOTS 1 & 2 IN WALLER & BECKWITH'S RESUBDIVISION OF LOTS 1 & 2 (EXCEPT THE WEST 195 FEET) AND LOT 3 (EXCEPT THE WEST 195 FEET) OF THE NORTH 27.6 FEET OF ANNA P. COLEHOUR'S SUBDIVISION IN THE SOUTHWEST QUARTER AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOTS 1 & 2 IN WALLER & BECKWITH'S RESUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF CORNELIA AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF CORNELIA AVENUE TO THE SOUTHEASTERLY EXTENSION OF THE EAST LINE OF LOT 4 IN EMIL MEYER'S SUBDIVISION OF LOT 6 OF HAMILTON & HOWE'S SUBDIVISION OF BLOCK 10 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 & 33 TO 37 IN PINE GROVE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE EAST LINE OF LOT 4 IN EMIL MEYER'S SUBDIVISION TO THE SOUTH LINE OF LOT 5 IN HAMILTON & HOWE'S SUBDIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 5 IN HAMILTON & HOWE'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTHWESTERLY ALONG THE WEST LINE OF LOTS 4 & 5 IN HAMILTON & HOWE'S SUBDIVISION TO THE NORTH LINE OF LOT 3 IN HAMILTON & HOWE'S SUBDIVISION AFORESAID;

THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF LOT 3 IN HAMILTON & HOWE'S SUBDIVISION TO THE SOUTH LINE OF BROMPTON AVENUE;

THENCE NORTHWESTERLY PERPENDICULAR TO THE SOUTH LINE OF BROMPTON AVENUE TO THE CENTERLINE OF BROMPTON AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BROMPTON AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 IN TILT'S ADDITION TO LAKE VIEW SUBDIVISION OF LOTS 1 TO 3 & 12, 13, 17 & 18 AND (EXCEPT THE SOUTH 137 FEET) OF LOTS 7, 8 & 9 AND THE NORTH 75 FEET OF LOT 11 AND THE SOUTH 33 FEET OF LOT 16 OF HAMILTON & HOWE'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOTS 9 & 1 IN TILT'S ADDITION TO LAKE VIEW SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ADDISON STREET;

THENCE EAST ALONG SAID CENTERLINE OF ADDISON STREET TO THE SOUTHEASTERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND NORTHWESTERLY AND NORTH ALONG THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WAVELAND AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF WAVELAND AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 6 IN BRADLEY'S

SUBDIVISION OF BLOCK 4 OF HUNDLEY'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 6 IN BRADLEY'S SUBDIVISION TO THE SOUTH LINE LOT 4 IN BRADLEY'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE LOT 4 IN BRADLEY'S SUBDIVISION TO THE EAST LINE OF HALSTED STREET;

THENCE NORTH ALONG SAID EAST LINE OF HALSTED STREET TO THE NORTH LINE OF LOT 3 IN BRADLEY'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 3 IN BRADLEY'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF NORTH BROADWAY;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF NORTH BROADWAY TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION AFORESAID IN THE NORTHWEST QUARTER OF SECTION 21;

THENCE NORTHEASTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION TO THE EASTERLY LINE OF NORTH BROADWAY;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF NORTH BROADWAY TO THE SOUTHERLY LINE OF GRACE STREET;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF GRACE STREET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF HALSTED STREET;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE 16 FOOT WIDE ALLEY EAST OF HALSTED STREET TO THE CENTERLINE OF GRACE STREET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF GRACE STREET TO THE NORTHWESTERLY EXTENSION OF THE WEST LINE OF LOTS 1 TO 5 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE WEST LINE OF LOTS 1 TO 5 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION TO THE SOUTH LINE OF LOT 5, BEING ALSO COINCIDENT WITH THE SOUTH LINE OF LOT 10 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION;

THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF LOT 10 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION TO THE EAST LINE OF LOT 4 IN COOKSON'S SUBDIVISION OF LOTS 8 & 9 OF BLOCK 5 IN BLOCK 5 OF HUNDLEY'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF LOT 4 IN COOKSON'S SUBDIVISION TO THE NORTH LINE OF LOT 2 IN COOKSON'S SUBDIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 IN COOKSON'S SUBDIVISION TO THE WEST LINE OF THE EAST 75 FEET OF LOT 2 IN COOKSON'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID WEST LINE OF THE EAST 75 FEET OF LOT 2 IN COOKSON'S SUBDIVISION TO THE NORTH LINE OF THE SOUTH 90 FEET OF LOTS 2 & 3 IN COOKSON'S SUBDIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF THE SOUTH 90 FEET OF LOTS 2 & 3 IN COOKSON'S SUBDIVISION TO THE EAST LINE OF THE WEST 50 FEET OF LOT 3 IN COOKSON'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF THE WEST 50 FEET OF LOT 3 IN COOKSON'S SUBDIVISION AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTERLINE OF WAVELAND AVENUE;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF WAVELAND AVENUE TO THE NORTHWESTERLY EXTENSION OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 7 IN JORDEN'S & GINDELL'S SUBDIVISION OF LOTS 1, 2, 13 & 14 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION AFORESAID TO A POINT ON THE NORTH LINE OF OUTLOT A, 126.17 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN W. TEWES CONSOLIDATION OF THE WESTERLY 1.15 FEET OF LOT 5 & THE 10 FEET FORMERLY AN ALLEY SOUTH OF AND ADJOINING LOT 6 & ALL OF LOT 6 & THE NORTH 60 FEET OF LOTS 7 & 8 OF JORDEN'S & GINDELL'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 7 IN JORDEN'S & GINDELL'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE LOT 7 IN JORDEN'S & GINDELL'S SUBDIVISION TO THE NORTH LINE OF LOT 7 IN THE SUBDIVISION OF LOTS 3, 4, 5, 10, 11 & 12 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF LOT 7 IN THE SUBDIVISION OF LOTS 3, 4, 5, 10, 11 & 12 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE SOUTHEASTERLY ALONG SAID WEST LINE OF LOT 7 IN THE SUBDIVISION OF LOTS 3, 4, 5, 10, 11 & 12 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION AND THE SOUTHEASTERLY EXTENSION THEREOF AND THE EAST LINE OF LOT 12 IN THE SUBDIVISION OF LOTS 3, 4, 5, 10, 11 & 12 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION TO THE NORTH LINE OF LOT 2 IN CIRCUIT COURT

PARTITION OF LOTS 6 & 9 OF BLOCK 8 OF HUNDLEY'S SUBDIVISION
AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF LOT 2 IN CIRCUIT
COURT PARTITION TO THE EAST LINE OF THE WEST 50 FEET OF LOTS 2, 3, 6 &
8 IN CIRCUIT COURT PARTITION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF THE WEST 50 FEET OF
LOTS 2, 3, 6 & 8 IN CIRCUIT COURT PARTITION AND THE SOUTHEASTERLY
EXTENSION THEREOF TO THE CENTERLINE OF ADDISON STREET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF ADDISSTREET TO
THE NORTHWESTERLY EXTENSION OF THE EAST LINE OF THE WEST 125 FEET
OF LOTS 13 & 14 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION IN THE SOUTHWEST
QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND
THE EAST LINE OF THE WEST 125 FEET OF LOTS 13 & 14 IN HUNDLEY'S
SUBDIVISION TO THE NORTH LINE OF THE SOUTH 50 FEET OF LOT 13 IN BLOCK
11 OF HUNDLEY'S SUBDIVISION AFORESAID;

THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF THE SOUTH 50 FEET
OF LOT 13 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION TO THE EAST LINE OF THE
WEST 277 FEET OF LOTS 2, 3 & 4 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION
AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF THE WEST 277 FEET OF
LOTS 2, 3 & 4 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION TO THE SOUTH LINE OF
LOT 4 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 4 IN BLOCK 11 OF
HUNDLEY'S SUBDIVISION TO THE EAST LINE OF LOT 10 IN BLOCK 11 OF
HUNDLEY'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF LOT 10 IN BLOCK 11 OF
HUNDLEY'S SUBDIVISION TO THE SOUTH LINE THEREOF;

THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 10 IN BLOCK 11
OF HUNDLEY'S SUBDIVISION TO THE EAST LINE OF THE WEST 110.5 FEET OF
LOTS 8 & 9 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF THE WEST 110.5 FEET
OF LOTS 8 & 9 IN BLOCK 11 OF HUNDLEY'S SUBDIVISION AND THE
SOUTHEASTERLY EXTENSION THEREOF TO THE CENTERLINE OF CORNELIA
AVENUE;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CORNELIA AVENUE
TO THE NORTHWESTERLY EXTENSION OF THE EAST LINE OF THE WEST 5
FEET OF LOT 18 IN BLOCK 13 OF HUNDLEY'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EAST LINE OF THE WEST 5 FEET OF LOT 18 IN BLOCK 13 OF HUNDLEY'S SUBDIVISION AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTERLINE OF STRATFORD PLACE;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF STRATFORD PLACE TO THE NORTHEASTERLY EXTENSION OF THE EAST LINE OF THE WEST HALF OF LOT 21 IN BLOCK 13 OF HUNDLEY'S SUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EAST LINE OF THE WEST HALF OF LOT 21 IN BLOCK 13 OF HUNDLEY'S SUBDIVISION TO THE SOUTH LINE THEREOF;

THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 21 IN BLOCK 13 OF HUNDLEY'S SUBDIVISION TO A POINT ON THE NORTH LINE OF LOT 2, 70 FEET EASTERLY FROM THE NORTHWEST CORNER THEROF, IN OWNER'S DIVISION OF LOT 13 OF BLOCK 16 IN B.F. McCONNELL'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 2, 51 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN OWNER'S DIVISION OF LOT 13 OF BLOCK 16 IN B.F. McCONNELL'S SUBDIVISION;

THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF HAWTHORNE PLACE;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF HAWTHORNE PLACE TO THE NORTHWESTERLY EXTENSION OF A LINE DRAWN FROM THE SOUTH LINE OF LOT 14, 40.29 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO THE NORTH LINE OF LOT 14, 45.33 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN B.F. McCONNELL'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE LAST DESCRIBED LINE IN LOT 14 IN McCONNELL'S SUBDIVISION TO THE NORTH LINE OF LOTS 1 & 2 IN JONES' SUBDIVISION OF LOT 22 OF PINE GROVE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOTS 1 & 2 IN JONES' SUBDIVISION TO THE EAST LINE OF LOT 2 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 2 IN JONES' SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ROSCOE STREET;

THENCE EAST ALONG SAID CENTERLINE OF ROSCOE STREET TO THE NORTHWESTERLY EXTENSION OF A LINE 53 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF NORTH BROADWAY, IN LOTS 1 TO 4 IN R. SCHLOESSER'S LAKE SHORE SUBDIVISION, A RESUBDIVISION OF

WALLBAUM'S SUBDIVISION OF LOT 23 OF PINE GROVE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE LINE 53 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF NORTH BROADWAY, IN LOTS 1 TO 4 IN R. SCHLOESSER'S LAKE SHORE SUBDIVISION TO A LINE 130 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 1 TO 4 AFORESAID;

THENCE EAST ALONG SAID PARALLEL LINE TO THE EAST LINE OF LOT 4 IN R. SCHLOESSER'S LAKE SHORE SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 4 IN R. SCHLOESSER'S LAKE SHORE SUBDIVISION TO THE EAST LINE OF LOT 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION OF LOTS 24 TO 26 OF PINE GROVE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ALDINE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF ALDINE AVENUE TO THE CENTERLINE OF NORTH BROADWAY;

THENCE SOUTH ALONG SAID CENTERLINE OF NORTH BROADWAY TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 117 FEET OF LOTS 1 TO 4 IN BLOCK 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 117 FEET OF LOTS 1 TO 4 IN BLOCK 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION TO THE EAST LINE OF LOT 4 IN BLOCK 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 4 IN BLOCK 2 IN CULVER'S & OTHERS LAKE SHORE SUBDIVISION TO THE NORTH LINE OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION OF LOTS 1 TO 10 OF BLOCK 1 OF CULVER'S & OTHERS SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION TO THE EAST LINE OF THE WEST 38.96 FEET OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 38.96 FEET OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH 41.75 FEET OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 41.75 FEET OF LOT 5 IN ADOLPH SCHOENINGER'S SUBDIVISION TO THE EAST LINE OF LOTS 8 TO 13 IN ADOLPH SCHOENINGER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID LOTS 8 TO 13 IN ADOLPH SCHOENINGER'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF MELROSE STREET;

THENCE EAST ALONG SAID CENTERLINE OF MELROSE STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 1 FOOT OF LOT 3 IN HARNSTROM'S SUBDIVISION OF LOTS 6 & 7 AND LOT 8 (EXCEPT THE SOUTH 143 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 3 TO 9 & PART OF BLOCK 2 OF ASSESSOR'S DIVISION OF LOTS 27 & 28 OF PINE GROVE SUBDIVISION IN FRACTIONAL SECTION 21 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF THE EAST 1 FOOT OF LOT 3 IN HARNSTROM'S SUBDIVISION TO THE NORTH LINE OF LOTS 7 & 8 HARNSTROM'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOTS 7 & 8 HARNSTROM'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY TO THE NORTH LINE OF THE VACATED 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY;

THENCE WEST ALONG SAID NORTH LINE OF THE VACATED 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY TO THE WEST LINE THEREOF;

THENCE SOUTH ALONG SAID WEST LINE OF THE VACATED 12 FOOT WIDE ALLEY EAST OF NORTH BROADWAY AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BELMONT AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BELMONT AVENUE TO ITS INTERSECTION WITH THE CENTERLINE OF NORTH BROADWAY, BEING ALSO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AFORESAID, AND THE POINT OF BEGINNING,

ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 32-2024, IMPOSITION OF TAX LEVY CAP THROUGH YEAR 2038 AND AUTHORIZATION FOR CONTRACTING SERVICE PROVIDER.

[O2024-0012341]

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

CHICAGO, October 9, 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 October 7, 2024, recommends passage of an ordinance for public hearing regarding establishment of new Special Service Area Number 32-2024 in vicinity of West 79th Street, from South Lafayette Avenue to South Damen Avenue, appropriating tax levy for 2024, imposition of 1.75 percent special service area tax cap over 15 years through 2038 and authority for contracting service provider (O2024-0012341), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 32-2024 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of fifteen (15) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>] (the "Hearing"), to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 1.75 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in years 2024 through and including 2038. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in year 2024 is \$447,532. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of 79th Street, from Lafayette Avenue to Damen Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 32-2024.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>], in order to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 32-2024 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in the years 2024 through and including 2038. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 1.75 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in the year 2024 is \$447,532. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the

provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of 79th Street, from Lafayette Avenue to Damen Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Legal Description And Permanent Index Numbers.**Special Service Area No. 32-2024 Legal Description.*

ALL THOSE PARTS OF SECTION 28, THE SOUTH HALF OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 30, THE NORTHEAST QUARTER OF SECTION 31, THE NORTH HALF OF SECTION 32, THE NORTH HALF OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHICAGO, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTH HALF OF SECTION 33, ALSO BEING THE CENTERLINE OF WEST 79TH STREET, AND THE NORTH EXTENSION OF THE WEST LINE OF SOUTH LAFAYETTE AVENUE;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF SOUTH LAFAYETTE AVENUE, 174 FEET TO THE NORTHEAST CORNER OF LOT 40 IN BLOCK 1 IN MCINTOSH BROTHERS STATE STREET ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE EAST 1/2 OF SAID SECTION 33, ALSO BEING THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF SAID WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY, CROSSING SOUTH PERRY AVENUE, SOUTH LASALLE STREET, SOUTH WENTWORTH AVENUE, SOUTH YALE STREET, SOUTH PRINCETON AVENUE, AND SOUTH HARVARD AVENUE, 2243.23 FEET TO THE WEST LINE OF LOT 10 IN BLOCK 4 IN FREDERICK H. BARTLETT'S STEWART AVENUE SUBDIVISION OF THE NORTH 25 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE EAST LINE OF SOUTH VINCENNES AVENUE;

THENCE SOUTHWEST ALONG SAID EAST LINE OF SOUTH VINCENNES AVENUE, 24.56 FEET TO THE EAST LINE OF SOUTH STEWART AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH STEWART AVENUE, 158.64 FEET TO THE EAST EXTENSION OF THE CENTERLINE OF WEST 79TH PLACE;

THENCE WEST ALONG SAID EAST EXTENSION AND SAID CENTERLINE OF WEST 79TH PLACE, 279.62 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 17 IN BLOCK 9 IN SHORLING'S SUBDIVISION OF THAT PART OF LOT 1 OF ASSESSOR'S DIVISION OF THE WEST 1/2 OF SAID SECTION 33;

THENCE NORTHEAST ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 17, 148.25 FEET TO A POINT OF CURVATURE ON SAID EAST LINE OF LOT 17;

THENCE NORTHWEST ALONG A CURVE WITH 5 FEET RADIUS AND 7.78 FEET LONG CHORD, CONCAVE TO THE SOUTHWEST, 8.91 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID LOT 17, ALSO BEING THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY AND THE WEST EXTENSION THEREOF, 474.70 FEET TO THE WEST LINE OF SOUTH NORMAL AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH NORMAL AVENUE, 33.24 FEET TO THE NORTH LINE OF LOT 24 IN BLOCK 8 IN SAID SHORLING'S SUBDIVISION, ALSO BEING THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET AND THE WEST EXTENSION THEREOF, 333.2 FEET TO THE WEST LINE OF SOUTH PARNELL AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH PARNELL AVENUE, 33.79 FEET TO THE SOUTH LINE OF LOT 2 IN BLOCK 7 IN SAID SHORLING'S SUBDIVISION OF THE 318.50 FEET EAST OF AND ADJOINING THE RIGHT OF WAY OF WESTERN INDIANA RAILROAD IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 AND THE WEST EXTENSION THEREOF, 160 FEET TO THE WEST LINE OF A PUBLIC STREET DEDICATION IN ACCORDANCE WITH THE TERMS OF AN AMENDATORY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 28, 1913, RECORDED ON NOVEMBER 14, 1913 AS DOCUMENT NO. 5305090;

THENCE NORTH ALONG SAID WEST LINE OF THE PUBLIC STREET, 107.23 FEET TO THE SOUTH LINE OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 79TH STREET, 86.6 FEET TO THE EAST RIGHT OF WAY LINE OF CHICAGO AND WESTERN INDIANA RAILROAD;

THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE, 638.88 FEET TO THE CENTERLINE OF WEST 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE AND THE WEST EXTENSION THEREOF, 51.70 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 33, ALSO BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 33;

THENCE NORTH ALONG SAID EAST LINE, 4.88 FEET TO THE EAST EXTENSION OF THE CENTERLINE OF WEST 80TH STREET;

THENCE WEST ALONG SAID EXTENSION AND CENTERLINE, 32.99 FEET TO THE WEST RIGHT OF WAY LINE OF SAID CHICAGO AND WESTERN INDIANA RAILROAD;

THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE, 609.46 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE SOUTHWEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 4509.05 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH HALSTED STREET;

THENCE NORTH ALONG SAID WEST LINE; 343.61 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE NORTHEAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 4015.49 FEET TO THE SOUTH LINE OF THE NORTH HALF OF LOT 8 IN BLOCK 1 IN GEORGE A. CHAMBER'S SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33, LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF LOT 8, 122.17 FEET TO THE WEST LINE OF SAID LOT 8, ALSO BEING THE EAST LINE OF SOUTH LOWE AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH LOWE AVENUE, 37.52 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 48 IN BLOCK 2 IN SAID GEORGE A. CHAMBER'S SUBDIVISION, ALSO BEING THE EAST EXTENSION OF THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF SAID WEST 79TH STREET;

THENCE WEST ALONG SAID EAST EXTENSION, SAID SOUTH LINE OF THE FIRST ALLEY AND THE WEST EXTENSION THEREOF, 699.83 FEET TO THE CENTERLINE OF SOUTH EMERALD AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF SOUTH EMERALD AVENUE, 514.28 FEET TO THE CENTERLINE OF WEST 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE OF WEST 80TH STREET, 334.79 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, ALSO BEING THE EAST LINE OF SAID NORTH HALF OF SECTION 32 AND THE CENTERLINE OF SOUTH HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF SOUTH HALSTED STREET, 2.96 FEET TO THE CENTERLINE OF WEST 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE OF WEST 80TH STREET, 174.52 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 24 IN SAID BLOCK 1 IN CHESTER HIGHLANDS ADDITION TO AUBURN PARK, ALSO BEING THE WEST LINE OF THE FIRST ALLEY WEST OF SOUTH HALSTED STREET;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 498.44 FEET TO A POINT ON THE EAST LINE OF LOT 37 IN SAID BLOCK 1 IN CHESTER HIGHLANDS ADDITION TO AUBURN PARK;

THENCE NORTHWEST, 7.09 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 37, BEING 118.92 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 37, SAID NORTH LINE OF LOT 37 ALSO BEING THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY AND THE WEST EXTENSION THEREOF, CORSSING SOUTH GREEN STREET, SOUTH PEORIA STREET, AND SOUTH SANGAMON STREET, 1110.21 FEET TO THE EAST LINE OF SOUTH MORGAN STREET;

THENCE SOUTH ALONG SAID EAST LINE, 12.38 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 46 IN BLOCK 1 IN HIGH RIDGE ADDITION TO AUBURN, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, ALSO BEING THE EAST EXTENSION OF THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID EAST EXTENSION, SAID SOUTH LINE OF THE FIRST ALLEY, CROSSING SOUTH MORGAN STREET, SOUTH CARPENTER STREET, SOUTH ABERDEEN STREET, AND SOUTH MAY STREET, 1126.41 FEET TO NORTHWEST CORNER OF THAT PART OF THE EAST AND WEST ALLEY IN THE SUBDIVISION OF BLOCK 4 IN SAID HIGH RIDGE ADDITION TO AUBURN VACATED BY ORDIANCE PASSED ON NOVEMBER 15, 1915, RECORDED ON NOVEMBER 24, 1915 AS DOCUMENT NO. 5758524;

THENCE SOUTHWEST ALONG THE WESTERLY LINE OF SAID VACATION BY ORDIANCE, 29.29 FEET TO THE WEST CORNER OF SAID VACATION BY ORDIANCE, ALSO BEING A POINT ON THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY, 29.33 FEET TO THE EAST LINE OF THE FIRST ALLEY EAST OF SOUTH RACINE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY EAST OF SOUTH RACINE AVENUE, 485.28 FEET TO THE CENTERLINE OF WEST 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE OF WEST 80TH STREET, 173.55 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING THE CENTERLINE OF SOUTH RACINE AVENUE;

THENCE WEST ALONG THE CENTERLINE OF WEST 80TH STREET, 173.40 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 25 IN BLOCK 1 IN AUBURN HIGHLANDS, A SUBDIVISION OF LOTS 1, 2, 7, AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST QUARTER OF SAID SECTION 32, ALSO BEING THE SOUTH EXTENSION OF THE WEST LINE OF THE FIRST ALLEY WEST OF SOUTH RACINE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 511.03 FEET TO THE NORTH LINE OF LOT 11 IN SAID BLOCK 1 IN AUBURN HIGHLANDS, ALSO BEING THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY AND THE WEST EXTENSION THEREOF, CROSSING SOUTH ELIZABETH STREET, SOUTH THROOP STREET, SOUTH ADA STREET, SOUTH LOOMIS STREET, AND SOUTH BISHOP STREET, 1779.17 FEET TO THE EAST LINE OF SOUTH LAFLIN STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LAFLIN STREET, 0.15 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 55 IN ASHLAND HIGHLANDS, BEING LAUERMAN'S SUBDIVISION OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST QUARTER OF SAID SECTION 32, ALSO BEING THE EAST EXTENSION OF THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID EAST EXTENSION AND THE SOUTH LINE OF THE FIRST ALLEY, 522.07 FEET TO THE NORTHWEST CORNER OF LOT 39 IN ASHLAND HIGHLANDS, BEING A POINT ON THE EAST LINE OF THE FIRST ALLEY EAST OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY, 512.35 FEET TO THE CENTERLINE OF SOUTH 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE, 171.77 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 AND THE CENTERLINE OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF SOUTH ASHLAND AVENUE, 0.06 FEET TO THE CENTERLINE OF SOUTH 80TH STREET;

THENCE WEST ALONG SAID CENTERLINE OF SOUTH 80TH STREET, 173.51 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN THE RESUSDIVISION OF LOTS 25 TO 42 IN BLOCK 1 IN SAID AUBURN HEIGHTS, ALSO BEING THE WEST LINE OF THE FIRST ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 489.65 FEET TO THE NORTHEAST CORNER OF LOT 15 IN THE RESUSDIVISION OF LOTS 25 TO 42 IN BLOCK 1 IN SAID AUBURN HEIGHTS, BEING A POINT ON THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY, CROSSING SOUTH MARSHFIELD AVENUE, SOUTH PAULINA STREET, SOUTH HERMITAGE AVENUE, AND SOUTH WOOD STREET, 1323.92 FEET TO THE EAST LINE OF LOT 11 IN BLOCK 1 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH ALONG THE NORTH EXTENSION OF SAID EAST LINE OF LOT 11, 8 FEET TO THE CENTERLINE OF VACATED ALLEY NORTH OF AND ADJOINING SAID LOT 11;

THENCE WEST ALONG SAID CENTERLINE OF VACATED ALLEY, 124.32 FEET TO THE WEST LINE OF SAID BLOCK 1 IN BAIRD AND ROWLAND'S SUBDIVISION;

THENCE SOUTH ALONG SAID WEST LINE OF BLOCK 1, 8 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 46 IN BLOCK 2 IN SAID BAIRD AND ROWLAND'S SUBDIVISION, ALSO BEING THE EAST EXTENSION OF THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST 79TH STREET;

THENCE WEST ALONG SAID EAST EXTENSION, SAID SOUTH LINE OF THE FIRST ALLEY, CROSSING SOUTH HONORE STREET, SOUTH LINCOLN STREET, AND SOUTH WINCHESTER AVENUE, 1024.92 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, ALSO BEING THE CENTERLINE OF SOUTH DAMEN AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF SOUTH DAMEN AVENUE, 174 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 31, ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 30, AND THE INTERSECTION OF BETWEEN THE CENTERLINES OF SOUTH DAMEN AVENUE AND WEST 79TH STREET;

THENCE NORTH ALONG SAID CENTERLINE OF SOUTH DAMEN AVENUE, 155.85 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 19 IN WILLIAM H. BRITIGAN'S 79TH AND ROBEY STREET SUBDIVISION OF THE WEST 1/2 OF BLOCK 57 IN DEWEY AND VANCE'S SUBDIVISION OF THE SOUTH 1/2 OF SAID SECTION 30, ALSO BEING THE WEST EXTENSION OF THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID WEST EXTENSION, SAID NORTH LINE AND THE EAST EXTENSION THEREOF, 699.21 FEET TO THE EAST LINE OF SOUTH WOLCOTT AVENUE;

THENCE SOUTH ALONG SAID EAST LINE, 0.55 FEET TO THE SOUTH LINE OF LOT 16 IN THE RESUBDIVISION OF THE WEST 1/2 OF BLOCK 59 IN SAID DEWEY AND VANCE'S SUBDIVISION, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE AND THE EAST EXTENSION THEREOF, 249.05 TO THE WEST LINE OF SOUTH HONORE STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH HONORE STREET, 0.4 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 15 IN THE SUBDIVISION OF LOT 17 TO 32 BOTH INCLUSIVE IN A.B. DEWEY'S SUBDIVISION OF THE NORTH 475 FEET OF BLOCK 60 IN SAID DEWEY AND VANCE'S SUBDIVISION, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE, CROSSING SOUTH WOOD STREET, SOUTH HERMITAGE AVENUE, SOUTH PAULINA STREET, AND SOUTH MARSHFIELD AVENUE, 1510 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 30 TO 48, BOTH INCLUSIVE IN BLOCK 64 IN THE SUBDIVISION OF BLOCKS 1, 61, 63 AND 64 IN SAID DEWEY AND VANCE SUBDIVISION, 5 FEET FROM THE EAST LINE THEREOF;

THENCE NORTHEAST, 7.07 FEET TO A POINT ON SAID EAST LINE, 5 FEET FROM SAID SOUTH LINE OF LOT 1, ALSO BEING A POINT ON THE WEST LINE OF THE FIRST ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 502.01 FEET TO THE CENTERLINE LINE OF WEST 78TH STREET;

THENCE EAST ALONG SAID CENTERLINE, 173.68 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30, ALSO BEING THE WEST LINE OF SAID SOUTH HALF OF SECTION 29 AND THE CENTERLINE OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE, 0.16 FEET TO THE CENTERLINE LINE OF WEST 78TH STREET;

THENCE EAST ALONG SAID CENTERLINE OF WEST 78TH STREET, 206.88 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 1 IN SAID BLOCK 32 IN M.J. FLYNN'S ADDITION TO WEST AUBURN, A SUBDIVISION OF BLOCK 32 IN JONES' SUBDIVISION OF THE WEST HALF OF SAID SECTION 29, ALSO BEING THE NORTH EXTENSION OF THE EAST LINE OF THE FIRST ALLEY EAST OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY, 491.00 FEET TO THE SOUTH LINE OF LOT 15 IN SAID BLOCK 32 IN M.J. FLYNN'S ADDITION TO WEST AUBURN, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 200 FEET TO THE EAST LINE OF SAID LOT 15, ALSO BEING THE WEST LINE OF SOUTH LAFLIN STREET;

THENCE NORTH ALONG SAID WEST LINE, 3 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 31 IN WILLIAM ESCH'S SUBDIVISION OF BLOCK 33 IN SAID JONES' SUBDIVISION, ALSO BEING THE WEST EXTENSION OF THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID WEST EXTENSION AND SAID NORTH LINE, 441 FEET TO THE EAST LINE LOT 15 IN SAID WILLIAM ESCH'S SUBDIVISION OF BLOCK 33 IN JONES' SUBDIVISION, ALSO BEING THE WEST LINE OF SOUTH BISHOP STREET;

THENCE NORTH ALONG SAID WEST LINE, 30 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 14 IN RESUBDIVISION OF LOTS 33 TO 49 BOTH INCLUSIVE IN BLOCK 34 IN FISH AND SIMONTON'S SUBDIVISION OF BLOCKS 34 AND 35 IN SAID JONES' SUBDIVISION, ALSO BEING THE WEST EXTENSION OF THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID WEST EXTENSION, SAID NORTH LINE OF THE FIRST ALLEY AND THE EAST EXTENSION THEREOF, CROSSING SOUTH LOOMIS STREET, 948.09 FEET TO THE WEST LINE OF LOT 31 IN WILLIAM ESCH & CLAUS F. P. KORSELL'S RESUBDIVISION BEING A RESUBDIVISION OF E. P. GRISWOLD'S SUBDIVISION OF BLOCK 36 IN SAID JONES' SUBDIVISION, ALSO BEING THE EAST LINE OF SOUTH ADA STREET;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 31, 30 FEET TO THE SOUTH LINE OF SAID LOT 31, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 375.2 FEET TO THE EAST LINE OF LOT 15 IN SAID WILLIAM ESCH & CLAUS F. P. KORSELL'S RESUBDIVISION, ALSO BEING THE WEST LINE OF SOUTH THROOP STREET;

THENCE NORTH ALONG SAID WEST LINE, 5 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 33 IN O'NEIL AND TIBBLES SUBDIVISION OF BLOCK 37 IN SAID JONES' SUBDIVISION, ALSO BEING THE WEST EXTENSION OF THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID WEST EXTENSION AND SAID NORTH LINE OF THE FIRST ALLEY, 305.12 FEET TO A POINT ON THE SOUTH LINE OF LOT 40 IN SAID O'NEIL AND TIBBLES SUBDIVISION, 5 FEET FROM THE EAST LINE THEREOF, THENCE NORTHEAST, 7.07 FEET TO A POINT ON THE EAST LINE OF SAID LOT 40, 5 FEET FROM THE SOUTH LINE THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF LOT 40, 45 FEET TO THE WEST EXTENSION OF THE NORTH LINE OF LOT 16 IN SAID O'NEIL AND TIBBLES SUBDIVISION;

THENCE EAST ALONG SAID WEST EXTENSION, SAID NORTH LINE OF LOT 16 AND THE EAST EXTENSION THEREOF, 197 FEET TO THE EAST LINE OF SOUTH RACINE STREET;

THENCE SOUTH ALONG SAID EAST LINE, 18.79 FEET TO THE NORTH LINE OF LOT 28 IN FISHER & MILLERS FIRST ADDITION TO WEST AUBURN, A SUBDIVISION OF BLOCK 25 IN THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SUBDIVISION (BY EDWIN H. SHELDON, ET AL) OF THE SOUTHEAST QUARTER OF SAID SECTION 29;

THENCE EAST ALONG SAID NORTH LINE OF LOT 28 AND THE EAST EXTENSION THEREOF, 140.45 FEET TO THE WEST LINE OF LOT 15 IN SAID FISHER & MILLERS FIRST ADDITION TO WEST AUBURN, ALSO BEING THE EAST LINE OF THE FIRST ALLEY EAST OF SOUTH RACINE STREET;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY, 50 FEET TO THE SOUTH LINE OF LOT 16 IN SAID FISHER & MILLERS FIRST ADDITION TO WEST AUBURN, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE AND THE EAST EXTENSION THEREOF, CROSSING SOUTH MAY STREET, SOUTH ABERDEEN STREET, AND SOUTH CARPENTER STREET, 1183.15 FEET TO THE EAST LINE OF SOUTH MORGAN STREET, ALSO BEING THE WEST LINE OF LOT 24 IN BLOCK 29, IN WEST AUBURN, A SUBDIVISION OF BLOCKS 17 TO 20 AND 29 TO 32 IN THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SAID SECTION 29;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 24, 0.21 FEET TO THE SOUTH LINE OF SAID LOT 24, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, CROSSING SOUTH SANGAMON STREET AND SOUTH PEORIA STREET, 993 FEET TO THE EAST LINE OF SOUTH GREEN STREET;

THENCE NORTH ALONG SAID EAST LINE, 175 FEET TO THE NORTH LINE OF SOUTH HALF OF LOT 35 IN BLOCK 32 IN SAID WEST AUBURN;

THENCE EAST ALONG SAID NORTH LINE OF SOUTH HALF OF LOT 35, 124.5 FEET TO THE EAST LINE OF SAID LOT 35, ALSO BEING THE WEST LINE OF THE FIRST ALLEY WEST OF SOUTH HALSTED STREET;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 332.95 FEET TO THE CENTERLINE OF WEST 78TH STREET;

THENCE EAST ALONG SAID CENTERLINE OF WEST 78TH STREET AND THE EAST EXTENSION THEREOF, 166.5 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND CENTERLINE OF SOUTH HALSTED STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF SOUTH HALSTED STREET, 2.5 FEET TO THE CENTERLINE OF WEST 78TH STREET;

THENCE EAST ALONG SAID CENTERLINE OF THE CENTERLINE OF WEST 78TH STREET, 156.10 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 1 IN BLOCK 4 IN STORKE'S SUBDIVISION OF AUBURN, BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD LANDS IN BLOCKS 15 AND 16 AND EXCEPT LOT 10 IN BLOCK 3, LOTS 3 AND 4 IN BLOCK 7 AND LOT 4 AND THE NORTH HALF OF LOT 5 IN BLOCK 10 AND LOT 12 IN BLOCK 12) IN COOK COUNTY, ILLINOIS, ALSO BEING THE NORTH EXTENSION OF THE EAST LINE OF THE FIRST ALLEY EAST OF SOUTH HALSTED STREET;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID EAST LINE OF THE FIRST ALLEY, 510.06 FEET TO THE SOUTH LINE OF LOT 12 IN SAID BLOCK 4 IN STORKE'S SUBDIVISION OF AUBURN, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, CROSSING SOUTH EMERALD AVENUE, SOUTH UNION AVENUE, AND SOUTH LOWE AVENUE, 1002.9 FEET TO THE EAST LINE OF LOT 17 IN BLOCK 1 IN SAID STORKE'S SUBDIVISION OF AUBURN;

THENCE SOUTH CROSSING THE FIRST ALLEY NORTH OF WEST 79TH STREET, 16 FEET TO THE NORTHEAST CORNER OF LOT 12 IN SAID BLOCK 1 IN STORKE'S SUBDIVISION OF AUBURN;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 12, 100 FEET TO THE SOUTH LINE OF SAID LOT 12, ALSO BEING THE NORTH LINE OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE, 62.29 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE NORTHEAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 620.33 FEET TO THE SOUTH LINE OF WEST 78TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 78TH STREET, 32.78 FEET TO THE EASTERLY LINE OF HENDERSON'S SUBDIVISION OF THE SOUTH 120 ACRES OF THE EAST HALF OF THE WEST HALF OF SECTION 28;

THENCE NORTH ALONG SAID EASTERLY LINE OF AFORESAID HENDERSON'S SUBDIVISION, 66 FEET TO THE INTERSECTION WITH THE NORTH LINE OF WEST 78TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 78TH STREET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE NORTHEAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 4846.68 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28, ALSO BEING THE CENTERLINE OF WEST 71ST STREET;

THENCE EAST ALONG SAID NORTH LINE, 104.64 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE SOUTHWEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 5271.15 FEET TO THE EAST LINE OF CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY, ALSO BEING THE WEST LINE OF SOUTH FIELDING AVENUE DEDICATED FOR PUBLIC STREET IN ACCORDANCE WITH THE TERMS OF AN AMENDATORY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 28, 1913, RECORDED ON NOVEMBER 14, 1913 AS DOCUMENT NO. 5305090;

THENCE SOUTHEAST ALONG SAID WEST LINE, 120 FEET TO THE WEST EXTENSION OF THE CENTERLINE OF WEST WINNECONNA PARKWAY;

THENCE EAST ALONG SAID WEST EXTENSION AND CENTERLINE, 438.45 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 30 IN THE RESUBDIVISION OF BLOCK 15 IN "AUBURN PARK", A SUBDIVISION IN SAID SECTION 28;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND WEST LINE OF LOT 30, 75.5 FEET TO THE CENTERLINE OF THE FIRST ALLEY (VACATED) NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID CENTERLINE AND THE EAST EXTENSION THEREOF, 126.18 FEET TO THE WEST LINE OF SOUTH NORMAL AVENUE;

THENCE EAST CORSS SOUTH NORMAL AVENUE, 67.48 FEET TO THE NORTHWEST CORNER OF LOT 18 IN AUBURN LAKES SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 - 6 & 18 IN RESUBDIVISION OF BLOCK 14 OF SAID AUBURN PARK AND OF LOTS 1 - 11 IN SHUTTERLY'S RESUBDIVISION OF LOTS 7 TO 17 IN RESUBDIVISION OF BLOCK 14 OF SAID AUBURN PARK, RECORDED ON AUGUST 25, 2005 AS DOCUMENT NO. 0523612123;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18, 123.94 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE EAST CROSSING AN 18-FOOT ALLEY, 18 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID AUBURN LAKES SUBDIVISION;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13, 123.94 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE EAST CROSSING SOUTH EGGLESTON AVENUE, 66 FEET TO THE NORTHWEST CORNER OF LOT 11 IN BLOCK 13 IN SAID AUBURN PARK SUBDIVISION;

THENCE EAST ALONG THE NORTH LINE OF LOTS 11 AND 14, AND THE EAST EXTENSION THEREOF, 345.33 FEET TO THE CENTERLINE OF SOUTH VINCENNES AVENUE;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 1944 FEET TO THE CENTERLINE OF WEST 76TH STREET;

THENCE EAST ALONG SAID CENTERLINE, 731.82 FEET TO THE CENTERLINE OF SOUTH WENTWORTH AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE, 663.91 FEET TO THE CENTERLINE OF SOUTH 77TH STREET;

THENCE EAST ALONG SAID CENTERLINE, 663.94 FEET TO THE CENTERLINE OF SOUTH PERRY AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE, 1153.59 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 19 IN BLOCK 4 IN CARELIN SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, ALSO BEING THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST 79TH STREET;

THENCE EAST ALONG SAID NORTH LINE, 259.44 FEET TO THE EAST LINE OF LOT 13 IN SAID BLOCK 4 IN CARELIN SUBDIVISION;

THENCE SOUTH CROSSING SAID FIRST ALLEY; 16 FEET TO THE NORTHWEST CORNER OF LOT 29 IN SAID BLOCK 4 IN CARELIN SUBDIVISION;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 29 AND THE SOUTH EXTENSION THEREOF, 158.04 FEET TO THE CENTER LINE OF WEST 79TH STREET, ALSO BEING THE SOUTH LINE OF SAID SOUTH HALF OF SECTION 28 AND THE NORTH LINE OF SAID NORTH HALF OF SECTION 33;

THENCE EAST ALONG SAID NORTH LINE, 37.62 FEET TO THE POINT OF BEGINNING.

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PUBLIC HEARING ON INCREASE IN TAX LEVY AND EXTENSION OF TAX LEVY PERIOD FROM YEAR 2024 TO YEAR 2038 FOR SPECIAL SERVICE AREA NO. 42.
[O2024-0012347]

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

CHICAGO, October 9, 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 October 7, 2024, recommends passage of an ordinance for a public hearing for Special Service Area Number 42, 71st Street/Stony Island (O2024-0012347), consisting of Stony Island Avenue, from 67th Street to 73rd Street, the west side only of Stony Island Avenue, from 73rd Street to 79th Street, and 71st Street, from South Shore Drive to Kimbark Avenue, increasing tax levy rate and extending tax levy period from 2024 to 2038, introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On November 15, 2006, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "First Ordinance"), as further amended by an ordinance enacted by the City Council on November 1, 2016 (the "Amendment Ordinance") (the First Ordinance and the Amendment Ordinance are collectively referred to herein as the "Original Ordinance"), which established an area known and designated as City of Chicago Special Service Area Number 42 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2015 (the "Original Period"), not to exceed an annual rate of two percent (2%) 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 of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, On December 9, 2015, the City Council enacted an ordinance (the "Levy Extension Ordinance") which: (i) authorized certain special services in the Area distinct from the Original Special Services (the "Special Services"); and (ii) authorized the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area in addition to services provided generally by the City for a period beginning in tax year 2015 through and including tax year 2024 (the "Levy Period"); and

WHEREAS, The Original Ordinance and the Levy Extension Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, The Establishment Ordinance established the Area consisting of Stony Island Avenue, from 67th Street to 73rd Street and the west side only of Stony Island Avenue, from 73rd Street to 79th Street; and 71st Street, from South Shore Drive to Kimbark Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The City desires to authorize the extension of the Levy Period and of the levy of the Services Tax for the provision of the Special Services in the Area; and

WHEREAS, The City Council finds that it is in the public interest that consideration be given to: (i)* the authorization of the extension of the Levy Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2038; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>] (the "Hearing"), to consider: (i) the authorization of the Special Services in the Area be provided therein; (ii) the authorization of the extension of the Levy Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2038. At the Hearing there will be considered the extension of the Levy Period of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of two percent (2.00%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2024 through and including 2038. The proposed amount of the tax levy for the Special Services in tax year 2024 is \$755,029. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Stony Island Avenue, from 67th Street to 73rd Street; the west side only of Stony Island Avenue, from 73rd Street to 79th Street; and 71st Street, from South Shore Drive to Kimbark Avenue.

* Numbering sequence error present in original document.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 42.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>], in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 42 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include: (i) the authorization of an extension of the Levy Period of years in which the levy of the Services Tax is authorized through and including tax year 2038. The Services Tax under consideration shall be authorized to be levied annually in tax years 2024 through and including 2038 for the provision of the Special Services. The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services shall not exceed the annual rate of two percent (2.00%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2024 is \$755,029. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area consists of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Stony Island Avenue, from 67th Street to 73rd Street; the west side only of Stony Island Avenue, from 73rd Street to 79th Street; and 71st Street, from South Shore Drive to Kimbark Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by: (i) the authorization of the Special Services in the Area be provided therein; (ii) the authorization of the extension of the Levy Period of years in which the levy of the Services Tax is authorized through and including tax year 2038 may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to the authorization of the extension of the Levy Period of years in which the levy of the Services Tax is authorized through and including tax year 2038 is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Special Services currently authorized within Area shall not be authorized and the Levy Period of years in which the levy of the Services Tax is authorized shall not be extended through and including tax year 2038.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 42.

Legal Description:

Those parts of Sections 23, 24, 25, 26 and 35 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: beginning at the intersection of the centerline of Stony Island Avenue with the centerline of 79th Street; thence north along the centerline of Stony Island Avenue to the south line of Lot 23 in the subdivision of Lot 7 in Conrad Seipp's Subdivision; thence east along said south line to the center of the first alley east of Stony Island Avenue; thence north along the centerline of said alley to the north line of Lot 29 in the subdivision of Block 2 in Conrad Seipp's Subdivision; thence east along the north line of Lot 29 to the centerline of Cornell Avenue; thence north along said line to the south line of 71st Street,

being also the north line of Lots 1 and 24 in the subdivision of Block 2 in Conrad Seipp's Subdivision; thence east along said south line of 71st Street, being also the north line of Lots 1 and 24 in the subdivision of Block 2 in Conrad Seipp's Subdivision to the centerline of East End Avenue; thence south along said centerline of East End Avenue to the centerline of the first alley south of 71st Street; thence east along the centerline of the alley to a point where the alley turns to the south, being the centerline of the 16-foot wide alley east of Ridgeland Avenue; thence south along the centerline of the 16-foot wide alley east of Ridgeland Avenue to the north line of 71st Place; thence east along the north line of 71st Place to the west line of the east half of the northwest quarter of said Section 25; thence north along said west line to a line 18 feet, more or less, north of the north line of Lot 46 in Christopher Columbus Addition to Jackson Park; thence east along said line to the center of Constance Avenue; thence south along the centerline of Constance Avenue to the westerly extension of the south line of Lot 2 of said addition; thence east along said line to the east line of Christopher Columbus Addition to Jackson Park; thence south along the east line of said addition to the north line of Belknap's Subdivision; thence east along said north line to the west line of South Kenwood Resubdivision; thence north along said west line to the north line of Lot 3 in Block 2 in said resubdivision; thence east along said north line of Lot 3 in Block 2 and the north line of Lot 3 in Block 1 in said resubdivision to the east line of said resubdivision; thence south along said east line to the south line of the alley in Frank's Subdivision; thence east along said south line to the centerline of Jeffery Boulevard; thence south along said centerline to the centerline of 72nd Street; thence east along said centerline to a point on a line 125 feet west of the west line of Paxton Avenue; thence north on said line to the northwest corner of Lot 1 in Kolinberg's Resubdivision; thence westerly 7 feet on the westerly extension of the north line of said Lot 1 to a point on a line 132 feet westerly of the west line of Paxton Avenue; thence north on said line to a point on a line 75 feet south of the south line of 71st Street as it now exists; thence east along said line to the centerline of Paxton Avenue; thence south along said centerline to the westerly extension of the north line of Lot 22 in Block 2 in Columbia Addition to South Shore; thence east along said north line to the centerline of the first alley east of Paxton Avenue; thence north along said centerline to the westerly extension of a line 30.5 feet north of the south line of Lot 2 in said Block 2; thence east along said line to the centerline of Luella Avenue; thence south along said centerline to the westerly extension of the north line of Lot 22 in Block 1 in said addition; thence east along said north line to the centerline of the alley in said Block 1; thence north along said centerline to the westerly extension of a line 5 feet north of the north line of Lot 3 in said Block 1; thence east along said line to the centerline of Crandon Avenue; thence south along said centerline to the westerly extension of the centerline of the first alley south of 71st Street, between Crandon Avenue and Oglesby Avenue; thence east along said line to the northerly extension of the east line of Lot 1 in the subdivision of the west half of Lot 3 and of Lots 4 and 5 in Block 1 of Stave and Klemm's Subdivision; thence south along the east line of Lots 1 through 7, inclusive, in said subdivision to the south line of said Lot 7; thence east to the centerline of Oglesby Avenue; thence north along said line to the westerly extension of the north line of Lot 16 in the subdivision of Lots 1 and 2 and the east half of Lot 3 (except the north

100 feet of said Lots 1 and 2) of Block 1 of Stave and Klemm's Subdivision; thence east along said line and its easterly extension to the centerline of Yates Boulevard; thence north along said centerline to the centerline of 70th Place; thence west along said center line to the centerline of Oglesby Avenue; thence south along said centerline to the centerline of the first alley north of 71st Street; thence west along said centerline to the centerline of Paxton Avenue; thence north along said centerline to the centerline of 70th Street; thence west along said centerline to the northerly extension of the east line of E.L. Sommer's Subdivision; thence south along said east line to the south line of Lot 10 in E.L. Sommer's Subdivision; thence west along said line to the centerline of Merrill Avenue; thence continuing west along the south line of Lots 15 and 10 in Block 3 in Commissioner's Partition Subdivision to the centerline of Clyde Avenue; thence north along said centerline to the easterly extension of a line 20 feet north of the north line of Lot 10 in B.J. Kelly's Subdivision; thence west along said line 20 feet north of the north line of Lot 10 in B.J. Kelly's Subdivision to the centerline of the 16-foot wide alley west of Clyde Avenue; thence south along said centerline of the 16-foot wide alley west of Clyde Avenue to the north line of the south 15 feet of Lot 16 in B.J. Kelly's Subdivision; thence west along said north line of the south 15 feet of Lot 16 in B.J. Kelly's Subdivision and the westerly extension thereof to the centerline of Chappel Avenue; thence south along said centerline to a line 10 feet north of the south line of Lot 15 in Block 1 in Commissioner's Partition; thence west along said line to the centerline of the alley between Chappel Avenue and Jeffery Boulevard; thence north along said centerline to the easterly extension of a line 10 feet south of the north line of Lot 9 in said Block 1; thence west along said line to the centerline of Jeffery Boulevard; thence north along said centerline to the easterly extension of the north line of Lot 9 in Block 16 in Jackson Park Highlands; thence west along said north line and the north line of Lot 14 in said Block 16 to the centerline of Euclid Avenue; thence south along said centerline to the easterly extension of a line 4 feet south of the south line of Lot 10 in Block 15 in said Jackson Park Highlands; thence west to the centerline of said Block 15; thence south along said centerline to a line 8 feet south of the south line of Lot 15 in said Block 15; thence west along said line to the centerline of Bennett Avenue; thence north along said centerline to the easterly extension of the south line of Lot 10 in Block 14 in said subdivision; thence west along said line to the centerline of said Block 14; thence south along said centerline to a line 22 feet south of the south line of Lot 15 in said block; thence west along said line to the centerline of Constance Avenue; thence north along said centerline to the north line of Lot 9 in Block 13 in said subdivision; thence west along said line to the centerline of said Block 13; thence south along said centerline to the north line of Lot 14 in said Block 13; thence west along said line to the centerline of Cregier Avenue; thence north along said centerline to the easterly extension of the north line of Lot 10 in Block 1 in Cronkhite, Clarkson and Boyd's Subdivision; thence west to the centerline of the alley in said Block 1; thence south along said centerline to the south line of Lot 15 in Block 1 in said subdivision; thence west along said line to the centerline of East End Avenue; thence north along said centerline to the easterly extension of the south line of Lot 8 in Block 2 in said subdivision; thence west along said line to the centerline of the alley in said Block 2; thence north along said centerline to the easterly extension of the north line of Lot 18 in said Block 2; thence west along said line to the centerline of Cornell Avenue; thence south along said centerline to the easterly extension of a line 25 feet north of the south line of

Lot 10 in Block 3 in said subdivision; thence west along said line to the centerline of the alley in said Block 3, said alley being the alley first east of Stony Island Avenue; thence north along said centerline of alley to the centerline of 69th Street; thence east along said centerline to the west line of Cornell Avenue; thence north along said west line to the centerline of 67th Street; thence west along said centerline to the centerline of Dorchester Avenue; thence south along said centerline to the centerline of the alley first south of 67th Street; thence east along the centerline of said alley to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 68th Street; thence east along said centerline to the west line of Hamilton's Resubdivision of Lots 1 to 7, inclusive, in Block 1 of Pearce and Benjamin's Subdivision, said line being the west line of part of Lot 1; thence south along said west line to the south most north line of said Hamilton's Resubdivision; thence west along said south most north line to the centerline of the alley first west of Stony Island Avenue; thence south along said centerline to the centerline of the alley first north of 69th Street; thence east along said centerline to the centerline of the alley first west of Stony Island Avenue; thence south along said centerline to the centerline of 69th Street; thence west along said centerline to the centerline of the alley first west of Stony Island Avenue; thence south along said centerline to the centerline of 70th Street; thence west along said centerline to the centerline of the alley first west of Stony Island Avenue; thence south along said centerline to a line 100 feet north of the north line of 71st Street, said line being the south line of Lot 29, and its easterly extension, in Parkside Subdivision, said subdivision being recorded as Document Number 47797 and rerecorded as Document Number 15203; thence west along said line and its westerly extension and continuing along the south lines of Lots 18 and 29 and their easterly and westerly extensions in Block 2 in said subdivision, to the centerline of Dante Avenue; thence north along said line to the centerline of 70th Street; thence west along said line to the easterly line of the Illinois Central Railroad; thence southwesterly along said easterly line to the centerline of the alley first south of 71st Street; thence east along said centerline and the easterly extension thereof to the easterly line of the Baltimore & Ohio Railroad; thence southeasterly along said easterly line to the east line of Dorchester Avenue; thence north along said east line to the westerly extension of the centerline of the alley first south of 71st Street; thence east along said westerly extension and said centerline to the centerline of the north/south alley first west of Stony Island Avenue; thence south along said line to the centerline of 72nd Place; thence west along said centerline to a line 175 feet east of the east line of Blackstone Avenue; thence south along said line to the centerline of 73rd Street; thence east along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 75th Street; thence west along said line to the centerline of Blackstone Avenue; thence south along said line to the centerline of 76th Street; thence east along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 77th Street; thence west along said line to the centerline of Dante Avenue; thence southwesterly along said line to the northeasterly line of the 200-foot-wide right-of-way line of the railroad formerly known as the Pennsylvania Central also being the southwesterly line of Cornell Subdivision; thence southeasterly along said line to the centerline of 79th Street; thence east along said centerline to the centerline of Stony Island Avenue and the point of beginning, in Cook County, Illinois.

Permanent Index Numbers.

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 76-2024, IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT.

[O2024-0012423]

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

CHICAGO, October 9, 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 October 7, 2024, recommends passage of an ordinance for public hearing regarding establishment of Special Service Area Number 76-2024, tax levy, and years 2024 and 2025 appropriation for both sides of North Michigan Avenue, from Oak Street southward to the Chicago River (O2024-0012423), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 76-2024 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of two (2) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>] (the "Hearing"), to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. Residential properties will be excluded from the Area. The Services Tax shall not exceed the annual sum of 0.050 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in years 2024 through and including 2025. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in year 2024 is \$1,059,119. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein and shall specifically exclude residential property identified on

Exhibit 1 hereto. The approximate street location of said territory consists of both sides of Michigan Avenue, between Oak Street and south to the Chicago River.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 76-2024.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>], in order to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 76-2024 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in the years 2024 through and including 2025. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.050 percent of the equalized

assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in the year 2024 is \$1,059,119. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq. as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1 and shall specifically exclude residential property identified on Exhibit 1 hereto. The approximate street location of said territory consists of both sides of Michigan Avenue, between Oak Street and south to the Chicago River.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 76-2024.

Legal Description:

All that part of the southwest quarter of Section 3, together with the northwest and southwest quarters of Section 10, all in Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at the intersection of the centerline of Oak Street with the centerline of Michigan Avenue; thence east along said centerline of Oak Street to the northerly extension of the east line of Lots 14 and 29 in Fitz-Simon's Addition to Chicago, a subdivision of part of Block 8 of Canal Trustee's Subdivision of the south fractional quarter of fractional Section 3 aforesaid; thence south along said northerly extension and the east line of Lots 14 and 29 in Fitz-Simon's Addition to Chicago and the southerly extension thereof to the centerline of Walton Place; thence west along said centerline of Walton Place to the northerly extension of the east line of Lots 31 and 23 in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 of Canal Trustee's Subdivision in fractional Section 3 aforesaid; thence south along said northerly extension and the east line of Lots 31 and 23 in Allmendinger's Lake Shore Drive Addition to Chicago and the southerly extension thereof to the centerline of Delaware Place; thence east along said centerline of Delaware Place to the northerly extension of the east line of the west 34 feet of Lot 17 in Block 14 of Canal Trustee's Subdivision aforesaid; thence south along said northerly extension and the east line of the west 34 feet of Lot 17 in Block 14 of Canal Trustee's Subdivision aforesaid to the north line of Lot 26 in Block 14 of Canal Trustee's Subdivision aforesaid; thence east along said north line of Lot 26 and continuing along the north line of Lots 27 and 28, all in Block 14 of Canal Trustee's Subdivision aforesaid and the easterly extension thereof to the centerline of Mies Van Der Rohe Way; thence south along said centerline of Mies Van Der Rohe Way to the centerline of Pearson Street; thence east along said centerline of Pearson Street to the northerly extension of the east line of vacated Mies Van Der Rohe Way; thence south along said northerly extension and the east line of vacated Mies Van Der Rohe Way and the southerly extension thereof to the centerline of

Chicago Avenue; thence west along said centerline of Chicago Avenue to the northerly extension of the east line of Lot 1-A in Olympia Center Subdivision, a resubdivision of various lots and parts of vacated alleys in Block 54 in Kinzie's Addition to Chicago, a subdivision of the north fractional of Section 10 aforesaid; thence south along said northerly extension and the east line of Lot 1-A in Olympia Center Subdivision to the most north south line thereof; thence west along said most north south line of Lot 1-A in Olympia Center Subdivision to the most west east line thereof; thence south along said most west east line of Lot 1-A in Olympia Center Subdivision and the southerly extension thereof to the centerline of Superior Street; thence west along the centerline of Superior Street to the northerly extension of the east line of the west half of the north half of Block 45 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the east line of the west half of the north half of Block 45 in Kinzie's Addition to Chicago to the north line of the southeast quarter of Block 45 aforesaid; thence east along said north line of the southeast quarter of Block 45 to the east line of the west 1.5 feet thereof; thence south along said east line of the of the west 1.5 feet of the southeast quarter of Block 45 in Kinzie's Addition to Chicago and the southerly extension thereof to the centerline of Huron Street; thence west along said centerline of Huron Street to the northerly extension of the centerline of the 14-foot-wide alley east of Michigan Avenue; thence south along said northerly extension and the centerline of the 14-foot-wide alley east of Michigan Avenue and the southerly extension thereof to the centerline of Erie Street; thence east along said centerline of Erie Street to the northerly extension of the west line of the east 25 feet of Lot 17 in Block 33 in Assessor's Division of parts of Blocks 33 and 53 and Blocks 39, 46 and 47 in Kinzie's Addition to Chicago in fractional Section 10 aforesaid; thence south along said northerly extension and the west line of the east 25 feet of Lot 17 in Block 33 in Assessor's Division aforesaid and the southerly extension thereof to the centerline of the 18-foot-wide alley north of Ontario Street; thence west along said centerline of the 18-foot-wide alley north of Ontario Street to the northerly extension of the west line of Lot 1 in E.K. Roger's Subdivision of Lots 3, 4, 5 and 6 in the resubdivision of the west 200 feet of the south half of Block 33 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the west line of Lot 1 in E.K. Roger's Subdivision and the southerly extension thereof to the centerline of Ontario Street; thence east along said centerline of Ontario Street to the northerly extension of the east line of Lot 4 in Ogden's Subdivision of Block 30 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the east line of Lot 4 in Ogden's Subdivision and the southerly extension thereof to the centerline of the 18-foot-wide alley north of Ohio Street; thence west along said centerline of the 18-foot-wide alley north of Ohio Street to the northerly extension of the west line of the east 3.96 feet of Lot 10 in Ogden's Subdivision of Block 30 aforesaid; thence south along said northerly extension and the west line of the east 3.96 feet of Lot 10 in Ogden's Subdivision of Block 30 and the southerly extension thereof to the centerline of Ohio Street; thence east along said centerline of Ohio Street to the northerly extension of the east line of Lot 2 in Assessor's Division of Lots 1 and 2 of W.L. Newberry's Subdivision of the northwest part of Block 21 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the east line of Lot 2 in Assessor's Division of Lots 1 and 2 of W.L. Newberry's Subdivision of the northwest part of Block 21 in Kinzie's Addition to Chicago and the southerly extension thereof to the centerline of the 18-foot-wide alley north of Grand Avenue; thence east along said

centerline of the 18-foot-wide alley north of Grand Avenue to the northerly extension of the east line of Lot 7 in the Assessor's Division of the south half and the east 100 feet of the north half of Block 21 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the east line of Lot 7 in the Assessor's Division aforesaid and the southerly extension thereof to the centerline of Grand Avenue; thence west along said centerline of Grand Avenue to the northerly extension of the centerline of the 18-foot-wide alley east of Michigan Avenue; thence south along said northerly extension and the centerline of the 18-foot-wide alley east of Michigan Avenue to the centerline of the 18-foot-wide alley north of Illinois Street; thence east along said centerline of the 18-foot-wide alley north Illinois Street to the northerly extension of the east line of the west half of Lot 10 in the subdivision of Block 18 in Kinzie's Addition to Chicago aforesaid; thence south along said northerly extension and the east line of the west half of Lot 10 in the subdivision of Block 18 aforesaid and the southerly extension thereof to the centerline of Illinois Street; thence east along said centerline of Illinois Street to the northerly extension of the centerline of vacated St. Clair Street; thence south along said northerly extension and the centerline of vacated St. Clair Street and the southerly extension thereof to the northwesterly extension of the easterly line of the west 8.5 feet of Water Lot 30 in Kinzie's Addition to Chicago aforesaid; southeasterly along said northwesterly extension and the easterly line of the west 8.5 feet of Water Lot 30 in Kinzie's Addition to Chicago to the south line thereof, being also the south line of Water Lots in Kinzie's Addition to Chicago and the northerly dock line of the Chicago River; thence northwesterly along said south line of Water Lots in Kinzie's Addition to Chicago, being also the northerly dock line of the Chicago River, to a bend therein, being at the southeast corner of that part taken by ordinance passed December 9, 1885 for the straightening of the dock line of the Chicago River; thence southwesterly along the south line of that part taken by ordinance passed December 9, 1885 for the straightening of the dock line of the Chicago River and the southwesterly extension thereof to the centerline of Rush Street; thence north along said centerline of Rush Street to the centerline of Hubbard Street; thence east along said centerline of Hubbard Street to the southerly extension of the west line of Lot 8 in Block 10 in Kinzie's Addition to Chicago aforesaid; thence north along said southerly extension and the west line of Lot 8 in Block 10 in Kinzie's Addition to Chicago and the northerly extension thereof to the centerline of the 18-foot wide alley south of Illinois Street; thence west along said centerline of the 18-foot wide alley south of Illinois Street and the westerly extension thereof to the centerline of Rush Street; thence north along said centerline of Rush Street to the centerline of Ontario Street; thence east along said centerline of Ontario Street to the southerly extension of the west line of the east half of Block 34 in Kinzie's Addition to Chicago aforesaid; thence north along said southerly extension and the west line of the east half of Block 34 in Kinzie's Addition to Chicago and the northerly extension thereof to the west line of the east half of Block 41 in Kinzie's Addition to Chicago aforesaid; thence north along said west line of the east half of Block 41 to the north line of the south 95 feet of Block 41 in Kinzie's Addition to Chicago aforesaid; thence west along said north line of the south 95 feet of Block 41 in Kinzie's Addition to Chicago to the west line of the east 32.73 feet of the west half of Block 41 in Kinzie's Addition to Chicago aforesaid; thence north along said west line of the east 32.73 feet of the west half of Block 41 in Kinzie's Addition to Chicago to the south line of the north 78 feet of Block 41 in Kinzie's Addition to Chicago aforesaid; thence west along said south line of the north 78 feet of Block 41 in Kinzie's Addition to Chicago and

the westerly extension thereof to the centerline of Rush Street; thence north along said centerline of Rush Street to the centerline of Chicago Avenue; thence west along said centerline of Chicago Avenue to the centerline of Rush Street; thence northwesterly along said centerline of Rush Street to the centerline of Pearson Street; thence east along said centerline of Pearson Street to the southerly extension of a line drawn from a point on the south line of Lot 2 in Ferry's Subdivision of a part of Block 20 in Canal Trustee's Subdivision of the south fractional quarter of fractional Section 3 aforesaid, said point being 186.19 feet west of the southeast corner of Block 20 aforesaid, to the southwest corner of Lot 8 in the Assessor's Division of the north two-thirds of Block 20 and of Lot 10 in the subdivision of the south one-third of Block 20 in Canal Trustee's Subdivision aforesaid; thence north along said southerly extension and the line heretofore described to the southwest corner of Lot 8 in the Assessor's Division aforesaid; thence north and northwesterly along the westerly line of Lot 8 in the Assessor's Division and the northwesterly extension thereof to the centerline of Chestnut Street; thence east along said centerline of Chestnut Street to the southeasterly extension of the westerly line of the vacated alley being sometimes identified as Geary Court or Street, lying westerly of Lot 10 in the subdivision of Lot 16 in the subdivision of Block 14 of Canal Trustee's Subdivision aforesaid and the westerly lines of Lots 17, 18, 19 and 20 in the subdivision of Block 14 aforesaid; thence northwesterly along said southwesterly extension and the westerly line of the vacated alley being sometimes identified as Geary Court or Street and the northwesterly extension thereof to the centerline of Delaware Place; thence west along said centerline of Delaware Place to the southerly extension of the east most west line of Lot 1 in 900 North Michigan, being a resubdivision of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the south fractional quarter of Section 3 aforesaid; thence north along said southerly extension and 43.06 feet along the east most west line of Lot 1 in 900 North Michigan to a south line of Lot 1 aforesaid coincident with the north line of the subdivision of Lots 1 and 2 in the subdivision of Block 13 in Canal Trustee's Subdivision aforesaid; thence continuing along the south and west lines of Lot 1 in 900 North Michigan the following 3 courses and distances: thence west 43.01 feet along a south line of Lot 1 in 900 North Michigan aforesaid; thence northwesterly 22.68 feet along a west line of Lot 1 in 900 North Michigan aforesaid; thence west 100.50 feet to the most west line of Lot 1 in 900 North Michigan aforesaid; thence northwesterly along said most west line of Lot 1 in 900 North Michigan and the northwesterly extension thereof to the centerline of Walton Street; thence east along said centerline of Walton Street to the southerly extension of the east line of 100 East Walton Subdivision, a resubdivision of part of Lots 4 through 12 in Moss' Subdivision of part of Lot 10 in the subdivision of the south half of Block 8 in Canal Trustee's Subdivision aforesaid; thence north along said southerly extension and the east line of 100 East Walton Subdivision and the northerly extension thereof to the centerline of the 10-foot-wide alley south of Oak Street; thence west along said centerline of the 10-foot-wide alley south of Oak Street to the southerly extension of the west line of Lot 6 in Lawrence's Subdivision of part of Lot 7 in the subdivision of the north half of Block 8 in Canal Trustee's Subdivision aforesaid; thence north along said southerly extension and the west line of Lot 6 in Lawrence's Subdivision and the northerly extension thereof to the centerline of Oak Street; thence east along said centerline of Oak Street to its intersection with the centerline of Michigan Avenue and the point of beginning, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers.

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Excluded Residential Permanent Index Numbers.

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10/9/2024

REPORTS OF COMMITTEES

18457

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 81
AND LEVY OF SPECIAL SERVICES TAX FOR YEARS 2024 THROUGH 2033.

[O2024-0012426]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a public hearing regarding establishment of new Special Service Area Number 81 and special service tax levy for 2024 through 2033 for area bounded by West 83rd Street, South Lafayette Avenue, South Vincennes Avenue and West 89th Place, including railroad right-of-way between West 89th Place on the south and South Vincennes Avenue on the north (O2024-0012426), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 81 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>] (the "Hearing"), to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 2.0 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in years 2024 through and including 2033. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in year 2024 is \$1,113,600. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction

or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of 83rd Street, between Lafayette Avenue on the east and Vincennes Avenue on the west, the west side of Lafayette Avenue, between 83rd Street on the north and 89th Place on the south, and the east side of the railroad right-of-way between 89th Place on the south and Vincennes Avenue on the north.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 81.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>], in order to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 81 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in the years 2024 through and including 2033. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way

aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 2.0 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in the year 2024 is \$1,113,600. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of 83rd Street, between Lafayette Avenue on the east and Vincennes Avenue on the west, the west side of Lafayette Avenue, between 83rd Street on the north and 89th Place on the south, and the east side of the railroad right-of-way between 89th Place on the south and Vincennes Avenue on the north.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following

the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 81 Legal Description.

Legal Description:

Those parts of the northeast quarter, southeast quarter, southwest quarter and northwest quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, and those parts of the northeast quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, all in the City of Chicago, Cook County, Illinois, more particularly described as follows: beginning at the southwest corner of said northeast quarter of Section 33, being also the intersection point between the centerlines of

West 83rd Street and South Stewart Avenue; thence north along said centerline of South Stewart Avenue, 284 feet to the north line of the south 284.00 feet of the west half of the south 23 acres of the west half of said northeast quarter of Section 33; thence east along said north line of the south 284.00 feet, 418.50 feet to east line of the east 180.34 feet of the west 418.50 feet of said south 284.00 feet of the west half of the south 23 acres; thence south along said east line of the east 180.34 feet, 251 feet to the north line of said West 83rd Street, 33 feet north of and parallel with said centerline of West 83rd Street; thence east along said north line of West 83rd Street, 241.5 feet, more or less, to the east line of the east 33 feet of the south 366 feet of said west half of the south 23 acres; thence north along said east line of the east 33 feet of the south 366 feet, 333 feet to the north line of said south 366 feet of the west half of the south 23 acres; thence east along said north line of south 366 feet, 605 feet, more or less, to a point 25 feet west of the east line of said south 23 acres; thence northeast 112.8 feet to a point on the said east line of south 23 acres, 476 feet north of the south line thereof; thence south along said east line of south 23 acres, 476 feet to the said south line of south 23 acres, being also the centerline of West 83rd Street; thence east along said centerline of West 83rd Street, 991.6 feet to the west line of South Lafayette Avenue; thence south along said west line of South Lafayette Avenue and its south extension, across West 84th Street and West 85th Street, 1,430.69 feet to the south line of Walsh's Subdivision in said east half of the southeast quarter of Section 33; thence west along said south line, 6.15 feet to a line that is 370 feet (measured perpendicularly) west of and parallel to the east line of Section 33; thence south along said line 370 feet (measured perpendicularly) west of and parallel with the east line of Section 33, 1,232.5 feet to the south line of said southeast quarter of Section 33, being also the north line of said northeast quarter of Section 4; thence south along a line 370 feet (measured perpendicularly) west of and parallel to the east line of said northeast quarter of Section 4, 1,601.7 feet; thence west perpendicular to said line 370 feet (measured perpendicularly) west of and parallel to the east line of Section 33, 91.34 feet to a line 461.34 feet west of and parallel with said east line of Section 33; thence south along said line, 25.09 feet to the "initial point" of Parcel 2 described in the warranty deed recorded as Document Number 1209033064 on March 30, 2012 with Cook County Recorder of Deeds, located as follows: beginning at the northwest corner of the northeast quarter of the northeast quarter of said Section 4, thence southeasterly on a first straight line (drawn from said northwest corner to a point on the south line of said northeast quarter of the northeast quarter, 806.35 feet west of the southeast corner of said northeast quarter of the northeast quarter of Section 4) to a point 434.00 feet northwest on said line from the point of its intersection with the south line of said northeast quarter of the northeast quarter of Section 4; thence southeasterly along a second straight line 508.56 feet, more or less, to a point on said south line of the northeast quarter of the northeast quarter of Section 4, 655.01 feet west of the southeast corner thereof; thence continuing southeasterly along said second straight line to its point of intersection with a line drawn parallel with and 461.34 feet west of the east line of said Section 4, being said initial point; thence northwest along said second straight line, 829.27 feet to said first straight line; thence northwest

along said first straight line, 149.54 feet to a line which is 307.60 feet east of and parallel with the north and south centerline of said northeast quarter of Section 4; thence south along said line, 137.25 feet to point "A"; thence southwesterly at an angle of 129 degrees, 01 minute, 47 seconds with last described course, as measured from north to southwest, 50.04 feet; thence northwest at right angles, 166.2 feet to intersection with a line which makes a right angle with line "B" (drawn from point "C" which is 5 feet west of said north and south centerline and 640.03 feet south of the north line of said northeast quarter, to a point which is 307.60 feet east of said north and south centerline and 58.2 feet north of point "A", aforesaid); thence southwesterly on extension of line "B" aforesaid, 16 feet; thence northwesterly 102.45 feet to a point which is 44.2 feet southwesterly of, as measure at right angles to line "B" aforesaid, 137.57 feet southwesterly from point "C" aforesaid; thence northwesterly 137.57 feet to point "C"; thence northwesterly on a straight line, 566.56 feet to a point 465 feet west of said north and south centerline and 204.51 feet south of the north line of said northeast quarter; thence north along a line 465 feet west of and parallel with said north and south centerline, 237.51 feet to the centerline of West 87th Street, as relocated in Document Number 5873765 recorded on May 22, 1916; thence west along said centerline, 250.67 feet to the centerline of the access road first east of South Holland Road as dedicated for public streets per Document Number 19624147 recorded on October 20, 1965; thence northwest along said centerline, 255.38 feet to the east line of said South Holland Road; thence northwesterly across said South Holland Road, 100.16 feet to the south corner of Lot 15 in Chatham Market Subdivision, being a subdivision in said southwest quarter and in said southeast quarter of Section 33 and said northwest quarter of Section 4 according to the plat thereof recorded January 5, 2007 as Document Number 0700515159 in Cook County, Illinois; thence mongering northwesterly along the west line of said Chatham Market Subdivision, 1,331.78 feet, more or less, to a point on the west line of said South Stewart Avenue, 1,249.59 feet south of the east and west centerline of said Section 33, being also the southeast corner of a parcel of land including four Tracks A, B, C and D described in the warranty deed recorded as Document Number 98906627 on October 8, 1998 with Cook County Recorder of Deeds; thence west along the south line of said parcel of land including four tracks, perpendicular to the said west line of South Stewart Avenue, 29.76 feet; thence northwest along the west line of said parcel of land including four tracks, 33.26 feet, more or less, to a line forming a deflection angle of 8 degrees, 7 minutes and 25 seconds to the right, said line being also said west line of said parcel of land including four tracks, running northwest and making an angle of 54 degrees, 19 minutes, 31 seconds as measured from southeast to southwest with the southerly line of South Vincennes Avenue; thence northwest along said line and its northwest extension, 1,410 feet, more or less, to the original centerline of said South Vincennes Avenue; thence northeast along said original centerline, 137.89 feet to the present centerline of West 83rd Street; thence southeast along said present centerline, 511.87 feet to said east and west centerline of Section 33; thence east along said east and west centerline of said Section 33, 41.94 feet to the point of beginning.

Special Service Area No. 81 Permanent Index Numbers.

20332240180000	20334010120000	20334010380000	20334020320000
20332240200000	20334010130000	20334010390000	20334020330000
20332240220000	20334010140000	20334010400000	20334020340000
20332240230000	20334010150000	20334010410000	20334020350000
20332240240000	20334010160000	20334010420000	20334020360000
20332240290000	20334010170000	20334020040000	20334020370000
20332240310000	20334010180000	20334020050000	20334020380000
20332240320000	20334010190000	20334020060000	20334020390000
20332240330000	20334010200000	20334020100000	20334020400000
20333050160000	20334010210000	20334020150000	20334020410000
20333050390000	20334010220000	20334020160000	20334020420000
20333050400000	20334010230000	20334020170000	20334020430000
20333050410000	20334010240000	20334020180000	20334020440000
20333050420000	20334010250000	20334020190000	20334020450000
20333051210000	20334010260000	20334020200000	20334020460000
20334010010000	20334010270000	20334020210000	20334030010000
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20334010060000	20334010320000	20334020260000	20334030060000
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20334030260000	20334060030000	20334120060000	
20334030270000	20334060060000	20334120070000	
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20334030300000	20334070190000	25042000150000	
20334030310000	20334070200000	25042000186002	
20334030320000	20334070210000	25042000240000	
20334030330000	20334070220000	25042000250000	
20334030340000	20334080190000	25042000260000	
20334030350000	20334080200000	25042000270000	
20334030360000	20334080210000	25042000280000	
20334030370000	20334080220000	25042000290000	

PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 82
AND LEVY OF SPECIAL SERVICES TAX FOR YEARS 2024 THROUGH 2033.

[O2024-0012433]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance for a public hearing regarding establishment of new Special Service Area Number 82 and special service tax levy for years 2024 through 2033 on both sides of West Division Street, from North Clark Street on the west to North State Street on the east (O2024-0012433), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 82 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>] (the "Hearing"), to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of one percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in years 2024 through and including 2033. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in year 2024 is \$300,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate

street location of said territory consists of both sides of West Division Street bounded by North Clark Street to the west, and North State Street to the east.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 82.

Notice is hereby given that at ___ o'clock __.M., on the _____ day of _____, 2024 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<https://www.chicityclerk.com>], in order to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 82 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in the years 2024 through and including 2033. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of one percent of the equalized

assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in the year 2024 is \$300,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of both sides of West Division Street bounded by North Clark Street to the west, and North State Street to the east.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 2024.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. 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 6. 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 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 82.

Legal Description:

That part of the east half of Section 4 and the west half of Section 3, all in Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at the intersection of the centerline of North Clark Street with the centerline line of West Division Street, being also the south line of the northeast quarter of Section 4 aforesaid; thence north along said centerline of North Clark Street to the westerly extension of the north line of Lot 17 in Spohrer's Subdivision of Lot 30 in Bronson's Addition to Chicago in the northeast quarter of Section 4 aforesaid; thence east along said westerly extension and the north line of Lot 17 in Spohrer's Subdivision and the easterly extension thereof to the centerline of the 20-foot-wide alley east of North Clark Street; thence north along said centerline of the 20-foot-wide alley east of North Clark Street to the westerly extension of the north line of Lot 1 in the subdivision of the Lots 5, 6 and 7 in Spohrer's Subdivision aforesaid; thence east along said westerly extension and the north line of Lot 1 in the subdivision of the Lots 5, 6 and 7 in Spohrer's Subdivision and the easterly extension thereof to the centerline of North Dearborn Street; thence south along said centerline of North Dearborn Street to the westerly extension of the north line of Lot 5 in the subdivision of the west half of Sublots 4, 5 and 6 of Lot 1 of Bronson's Addition to Chicago aforesaid; thence east along said westerly extension and the north line of Lot 5 in the subdivision of the west half of Sublots 4, 5 and 6 of Lot 1 of Bronson's Addition and the easterly extension thereof to the centerline of the 18-foot-wide alley east of North Dearborn Street; thence north along said centerline of the 18-foot-wide alley east of North Dearborn Street to the westerly extension of the north line of Lot 1 in County Clerk's Division of the east half of Sublots 4, 5 and 6 in Lot 1 of Bronson's Addition to Chicago aforesaid; thence east along said westerly extension and the north line of Lot 1 in County Clerk's Division and the easterly extension thereof to the centerline of North State Street, being also the east line of the northeast quarter of Section 4 aforesaid; thence south along said centerline of North State Street, being also the east line of the northeast quarter of Section 4, to the westerly extension of the north line of Lot 11 in Block 10 of H.O. Stone's Subdivision of Astor's Addition to Chicago, being a subdivision of part of the northwest fractional quarter of Section 3 aforesaid; thence east along said westerly extension and the north line of Lot 11 in Block 10 of H.O. Stone's Subdivision and the easterly extension thereof to the centerline

of the 18-foot-wide alley east of North State Street; thence south along said centerline of the 18-foot-wide alley east of North State Street and the southerly extension thereof to the centerline of West Division Street, being also the south line of the northwest quarter of Section 3 aforesaid; thence west along said centerline of West Division Street, being also the south line of the northwest quarter of Section 3 to the northerly extension of the centerline of the 15-foot-wide alley east of North State Street; thence south along said northerly extension and the centerline of the 15-foot-wide alley east of North State Street to the easterly extension of the south line of Lot 3 in Assessor's Division of Lot 6 in subdivision of the north half and the west 100 feet of the south half of Block 1 in Canal Trustee's Subdivision in Section 3 aforesaid; thence west along said easterly extension and the south line of Lot 3 in Assessor's Division and the westerly extension thereof to the centerline of North State Street, being also the west line of the southwest quarter of Section 3 aforesaid; thence south along said centerline of North State Street, being also the west line of the southwest quarter of Section 3, to the centerline of West Elm Street; thence west along said centerline of the West Elm Street to the southerly extension of the centerline of the 13.3-foot-wide alley west of North State Street; thence north along said southerly extension and the centerline of the 13.3-foot-wide alley west of North State Street to the easterly extension of the south line of the north 22.5 feet of Lot 7 in Block 24 of the subdivision of Block 24 of Bushnell's Addition to Chicago in the east half of the southeast quarter of Section 4 aforesaid; thence west along said easterly extension and the south line of the north 22.5 feet of Lot 7 in Block 24 of the subdivision of Block 24 of Bushnell's Addition to Chicago and the westerly extension thereof to the centerline of North Dearborn Street; thence south along said centerline of North Dearborn Street to the centerline of West Elm Street; thence west along said centerline of West Elm Street to the centerline of North Clark Street; thence north along said centerline of North Clark Street to its intersection with the centerline of West Division Street, being also the south line of the northeast quarter of Section 4 aforesaid, and the point of beginning, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers.

- 17031120040000; 17031120050000; 17031120060000; 17031120070000;
- 17032000740000; 17032000750000; 17032000760000; 17042230240000;
- 17042230300000; 17042230340000; 17042240200000; 17042240360000;
- 17042240370000; 17042240380000; 17042240390000; 17042240400000;
- 17044060040000; 17044060050000; 17044060060000; 17044060070000;
- 17044060080000; 17044060110000; 17044060120000; 17044070010000;
- 17044070020000; 17044070090000; 17044070100000; 17044070110000;
- 17044070120000; 17044070130000; 17044070140000; and 17044070150000.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
4204, 4208, 4210 AND 4218 -- 4232 W. LAKE ST.

[O2024-0012501]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 4204, 4208, 4210 and 4218 -- 4232 West Lake Street (O2024-0012501), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, Lake Keeler LLC, an Illinois limited liability company (the "Applicant"), currently owns certain real estate located generally at 4202, 4206 and 4216 West Lake Street, Chicago, Illinois 60624, and intends to purchase from the City certain real estate located generally at 4204, 4208, 4210 and 4218 -- 4232 West Lake Street, Chicago, Illinois 60624, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 44,132 square foot industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, It is intended that the Applicant will build a new ground up industrial facility with two enclosed loading docks and on-site parking on the Subject Property; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)); (ii) the City of Chicago Enterprise Zone Number 5 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (iii) the Northwest Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the

Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as

may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property:

Lots 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and the north 57 feet of Lot 82 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.

Common Address:

4202 -- 4232 West Lake Street
Chicago, Illinois 60624.

Permanent Real Estate Tax Index Numbers ("PINs")
For The Subject Property:

16-10-405-049-0000;
16-10-405-034-0000;
16-10-405-035-0000;
16-10-405-036-0000;
16-10-405-037-0000;
16-10-405-038-0000;
16-10-405-039-0000;
16-10-405-040-0000;
16-10-405-041-0000; and
16-10-405-042-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement
With Lake Keeler LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	Lake Keeler, LLC, an Illinois limited liability company
Project (3.01)	Construction of a new, ground up industrial facility with two enclosed loading docks and on-site parking
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	October 1, 2027
Completion Date (3.01)	October 1, 2028
Facility (3.04)	the approximately 44,132 square foot industrial building located on the Property
Minimum Project Investment (3.04)	\$7,013,500, see Project Budget
Certificate Deadline (5.03)	THE DATE 4 YEARS AFTER THE ORDINANCE DATE
Notice Addresses (12.14)	<p>If to the Developer: Lake Keeler, LLC, 180 North Stetson, Suite 3240 Chicago, Illinois 60601, Attention: Paul Goodman, with a copy to Steven B. Pearlman & Associates, 350 W. Hubbard St., Suite 630 Chicago, IL 60654 Attention: Anne E. Reed, Esq.</p> <p>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</p>
Tax Incentive (Recitals)	The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

Lake Keeler, LLC
an Illinois limited liability company
By: Park Avenue Financial Group, LLC, its Manager

By: _____
Name: Paul Goodman
Title: Manager

CITY OF CHICAGO

By: _____
Cierra Boatright, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

_____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Goodman, personally known to me to be the manager of Park Avenue Financial Group, LLC, an Illinois Limited liability company ("Manager") the manager of Lake Keeler, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Manager, as his/her free and voluntary act and as the free and voluntary act of the Manager and Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2024.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS .
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of 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 Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

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

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

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection

therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than twenty-five (25) to fifty (50) jobs shall be created by Developer during the construction of the Facility and within six (6) months of commencement date; and not less than ten (10) to twenty-five (25) additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of ten (10) to twenty-five (25) full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws,

statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings;

and/or

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

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

6.16 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this

Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

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 Lake Keeler LLC constitutes Exhibit "A" to ordinance and printed on page 18476 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Lake Keeler LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment
 Agreement With Lake Keeler LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$ 7,013,500
Hard Construction Costs:	5,885,000
M/WBE Targets:	
MBE	1,530,100 (26 percent)
WBE	353,100 (6 percent)
Total M/WBE Budget:	\$ 1,883,200

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment
 Agreement With Lake Keeler LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment
Agreement With Lake Keeler LLC)

Annual Compliance Report.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than 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.

Lake Keeler LLC

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment
Agreement With Lake Keeler LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall

comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph

concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in

connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY
AT 2515 -- 2561 W. TAYLOR ST.

[O2024-0012498]

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

CHICAGO, October 7, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 7, 2024, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 2515 -- 2561 West Taylor Street (O2024-0012498), introduced on September 18, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, 2525 West Taylor LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 2515 -- 2561 West Taylor Street, Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 42,750 square foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant intends to lease the Subject Property to Tenants, who will use the Subject Property for warehouse and industrial purposes; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base;

and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, It is intended that the Tenants will use the Subject Property for warehouse and industrial purposes; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)); (ii) the City of Chicago Enterprise Zone Number 1 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (iii) the Western/Ogden Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property.

Parcel 1:

A tract of land described as follows: Lots 25 and 26 and the north half of the vacated 18-foot alley lying south of and adjoining said Lots 25 and 26 and the west half of the vacated north and south alley lying east of and adjoining said Lot 26 and lying north of the south line of said north half of vacated 18-foot alley extended east all in Block 2 of the subdivision of the north 10¹/₄ acres of the west half of the south east quarter of the south east quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian (excepting from aforesaid tract of land that part thereof lying west of the following described line: beginning at a point in the north line of said Lot 25, 13.80 feet west of the

northeast corner thereof; thence south in a straight line to the south line of the north half of the vacated 16-foot alley, said line intersecting the south line of Lot 25, 14.25 feet west of the southeast corner thereof; also excepting from aforesaid tract of land that part thereof lying east of the following described line: beginning at a point on the north line of said Lot 26, 141.35 feet west of the northeast corner of Lot 1 in Block 2 of the subdivision of the north 10¹/₄ acres aforesaid; thence south along a straight line to a point in the south line of said north half of vacated 16-foot alley, 8.25 feet west of the centerline of said vacated north and south alley east of and adjoining Lot 20 aforesaid) all in Cook County, Illinois.

Parcel 2:

Lots 17 to 25, both inclusive, and the north half of the vacated 18-foot alley lying south of and adjoining the aforesaid Lot 167 and lying west and adjoining the said north half of said vacated 18-foot alley (excepting therefrom that portion of the above described premises lying east of the following described line: beginning at a point in the north line of said Lot 25, 13.50 feet west of the northeast corner thereof; thence south in a straight line to the south line of the north half of vacated 16-foot alley, said line intersecting the south line of said Lot 25, 14.25 feet west of the southeast corner thereof) all in Block 2 of the subdivision of the north 10¹/₄ acres of the west half of the south east quarter of the Section 13, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

2515 -- 2561 West Taylor Street
Chicago, Illinois 60612.

Permanent Real Estate Tax Index Numbers ("PINs")
For The Subject Property:

16-13-423-001-0000;

16-13-423-002-0000;

16-13-423-003-0000;

16-13-423-004-0000; and

16-13-423-013-0000.

*Exhibit "B".
(To Ordinance)*

*Tax Incentive Classification Redevelopment Agreement
With 2525 West Taylor LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	2525 W Taylor LLC, an Illinois limited liability company
Project (3.01)	2525 W Taylor LLC plans to build new industrial buildings that collectively contain 42,750 SF of warehouse and 4,200 SF of office area. The property will be used for warehouse and industrial purposes as necessary by the future tenants.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	February 25, 2025
Completion Date (3.01)	October 30, 2027
Facility (3.04)	the approximately 42,750 square foot industrial building located on the Property
Minimum Project Investment (3.04)	\$7,910,593, see Project Budget
Certificate Deadline (5.03)	THE DATE 2 YEARS AFTER THE ORDINANCE DATE
Notice Addresses (12.14)	<p>If to the Developer: 2525 W Taylor LLC, 2848 West Chicago Avenue Unit A, Chicago, Illinois 60627, Attention: Tetyana Boyko; with a copy to Law Office of Terrence Kennedy Jr., 180 N. LaSalle St. Suite 2650, Chicago, Illinois 60601, Attention: Jennifer Kanik</p> <p>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</p>
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.

2525 W Taylor LLC,
an Illinois limited liability company

By: _____
Name: Alex Nakonechny
Title: Managing Member

CITY OF CHICAGO

By: _____
Cierra Boatright, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Nakonechny, personally known to me to be the Managing Member of 2525 W Taylor LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2024.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument, pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2024.

 Notary Public

My Commission Expires _____

(SEAL)

SECTION 1. RECITALS

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

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

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

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

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or

encumbrances relating to Developer, the Property or the Project.

“Occupancy Covenant” shall have the meaning set forth in Section 6.04 hereof.

“Operations Covenant” shall have the meaning set forth in Section 6.03 hereof.

“Project Budget” shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

“Property” shall mean the real property described on Exhibit A.

“Tenant” shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

“WBE(s)” shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the

completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been

satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or

pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 25 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 25 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 25 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

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

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

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

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

6.16 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in

its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this

Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

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 2525 West Taylor LLC constitutes Exhibit "A" to ordinance and printed on pages 18508 and 18509 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 2525 West Taylor LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment
 Agreement With 2525 West Taylor LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$ 7,910,593
Hard Construction Costs:	5,654,500
M/WBE Targets:	
MBE	1,470,170 (26 percent)
WBE	339,270 (6 percent)
Total M/WBE Budget:	\$ 1,809,440

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment
 Agreement With 2525 West Taylor LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment
Agreement With 2525 West Taylor LLC)

Annual Compliance Report.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than 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.

2525 West Taylor LLC

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment
Agreement With 2525 West Taylor LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive

consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be

required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to

the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or

a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF CHAPTER 2-124 OF MUNICIPAL CODE TO END PROCESS OF SUBMITTING ACQUISITIONS, DISPOSITIONS AND CHANGE-IN-USE OF CITY-OWNED LAND TO CHICAGO DEVELOPMENT COMMISSION.

[O2024-0012425]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding an amendment of Municipal Code Chapter 2-124 ending process of submitting acquisitions, dispositions and change-in-use of City-owned land to Chicago Plan Commission and Community Development Commission (O2024-0012425), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 I.

Inter-Agency Referral Act.

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; and

WHEREAS, Section 7 of the Statute on Statutes, 5 ILCS 70/7, provides that laws passed after January 12, 1977, may only deny or limit home rule authority if there is specific language denying or limiting the authority and the language specifically sets forth in what manner and to what extent it is a denial or limitation on the authority of the home rule unit; and

WHEREAS, The Inter-Agency Referral Act, 65 ILCS 5/11-12-4.1, was last amended in 1980 and contains no home rule preemption language; and

WHEREAS, A reading of the Inter-Agency Referral Act's words reveals a plain meaning that indicates that it governs relationships between local governments and not within a local government; and

WHEREAS, The City's practice has been to bring acquisitions, dispositions, and change-in-use of City-owned land to the Chicago Plan Commission based on the Inter-Agency Referral Act, but that is not legally required; and

WHEREAS, Given the divergence between practice and legal requirement, the City should clarify the City's responsibilities under the Inter-Agency Referral Act; and

WHEREAS, Ending the unnecessary process of submitting acquisitions, dispositions, and change-in-use of City-owned land to the Chicago Plan Commission will streamline the process and reduce the time it takes to get projects done, making the City more efficient; now, therefore,

Article XI of Chapter 2-120 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-120-395, as follows:

2-120-395 Inter-Agency Referral Act.

As the acquisition, disposition, and change-in-use of City-owned land are functions pertaining to the City's affairs and government, and as such are part of its home rule powers, City departments are not required to follow the requirements of the Inter-Agency Referral Act, codified at 65 ILCS 5/11-12-4.1, in exercising their powers and duties.

Section II.

Community Development Commission.

Chapter 2-124 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

2-124-030 Commission -- Powers And Duties.

(a) The ~~commission~~ Commission may recommend to the ~~city council~~ City Council that the ~~city~~ City:

(Omitted text is unaffected by this ordinance.)

(5) Sell, mortgage, or lease, or otherwise transfer or convey to a private developer any interest in real property acquired pursuant to this chapter or included in a redevelopment project for use in accordance with the redevelopment plan at such time as the ~~city~~ City may determine. The ~~commission~~ Commission shall recommend a selling price or lease rate for such property, which may be less than acquisition costs, that represents the highest reasonable value at which the property is likely to be purchased or leased for development or redevelopment in accordance with the redevelopment plan. However, no sale, mortgage or lease shall ever be made in such manner as to impair the rights or interests of the holder or holders of any bonds issued to finance the project costs of such project.

Any development project area may be sold either as an entirety or in such parcels as the ~~commission~~ Commission may select. It will not be necessary that title be acquired to all real property within the redevelopment area before the sale of a part thereof may be made as provided in this section;

~~(6) Convey any part of the redevelopment project area acquired pursuant to this chapter for use in accordance with the redevelopment plan to any public body, and the city may charge for such conveyance whatever price it and the public body receiving the land may agree upon;~~

~~(7) Resell real property for uses prescribed in the redevelopment plan;~~

~~(8) Engage in such relocation activities as are prescribed by the redevelopment plan;~~

~~(9) Enter into such cooperative agreements, with or without consideration, as the commission Commission shall deem appropriate to carry out the purposes of the redevelopment plan;~~

~~(10) Make loans and grants, or guarantee loans made by other institutions, public or private, to persons in the redevelopment project areas for the purposes of rehabilitating structures or constructing new structures in such areas;~~

~~(11) Borrow money, apply for and accept advances, loans, grants, contributions, gifts, services, or other financial assistance from the United States of America, or any agency or instrumentality thereof, the state, county or other public body, or from any source, public or private, for or in aid of any other purposes of the redevelopment plan or redevelopment project;~~

~~(12) Issue, to defray in whole or in part, redevelopment project costs of any one or more redevelopment projects, bonds or other obligations secured in whole or in part by income and revenues received with respect to the redevelopment projects, on such terms and conditions as the city council City Council may determine;~~

~~(13) Raise revenue by the adoption of such taxes and establishment of such special tax districts as are permitted under the constitution and the laws of the State of Illinois;~~

~~(14) Exercise the power of eminent domain for the acquisition of any interest in real or personal property for the purposes of this chapter;~~

~~(15) Exercise any one or more of the foregoing powers in any redevelopment project, and to exercise such other powers as shall be necessary to carry out the purposes of the redevelopment plan project;~~

~~(16) Exercise the powers specified in Section 11-74.4-4(b) -- (j) and (l) -- (m) of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as amended, and in Section 11-74.6-15(b) -- (k) and (m) -- (n) of the Industrial Jobs Recovery Law of the State of Illinois, 65 ILCS 5/11-74.6-1, et seq., as amended.~~

(Omitted text is unaffected by this ordinance.)

(b) The ~~commission~~ Commission shall have and exercise the following powers with respect to the development and redevelopment of any area:

(Omitted text is unaffected by this ordinance.)

(3) Approve such agreements and undertakings in connection with the disposition of any interest in land to a private developer which will bind the purchaser to redevelop the area in accordance with the redevelopment plan and the objectives contained therein. The commission may approve proposals negotiated with any person by the commissioner of planning and development or his or her designee, or by the commissioner of housing or his or her designee, for the purchase, lease or other transfer of any real property acquired pursuant to this chapter or included in a redevelopment project ~~and shall consider all redevelopment and rehabilitation proposals submitted to it and the financial and legal ability of the persons making such proposals to carry them out.~~

(Omitted text is unaffected by this ordinance.)

(c) Pursuant to Section 11-74.4-4(k) of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to Section 11-74.6-22 of the Industrial Jobs Recovery Law of the State of Illinois, 65 ILCS 5/11-74.6-1, et seq., as amended, the ~~commission~~ Commission shall have the power to hold public hearings and make recommendations to the ~~city council~~ City Council of the City of Chicago concerning the adoption of redevelopment plans, redevelopment projects, and the designation of redevelopment project areas (including redevelopment planning areas), as those terms are defined in Section 11-74.4-3 of the Tax Increment Allocation Redevelopment Act and as those terms are defined in Section 11-74.6-10 of the Industrial Jobs Recovery Law.

(Omitted text is unaffected by this ordinance.)

2-124-050 Commission -- Preparation Of Redevelopment Plans.

The ~~commission~~ Commission shall cause to be prepared a redevelopment plan for each redevelopment area designated by the ~~commission~~ Commission. The ~~commission~~ Commission, upon its completion of the plan, shall submit to the ~~city council~~ City Council the plan, accompanied by a resolution of the ~~commission~~ Commission approving the plan by majority vote. The city council City Council shall by ordinance adopt or reject such plan. The ~~city~~ City may not sell or convey any property in a redevelopment area acquired pursuant to this chapter until a redevelopment plan has been approved by the ~~city council~~ City Council pursuant to this section.

(Omitted text is unaffected by this ordinance.)

Section III.

Effective Date.

This ordinance shall be in full force and effect following due passage and approval.

SALE OF CITY-OWNED PROPERTY AT 4824 W. GLADYS AVE. TO RYAN WYNNE UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2024-0012541]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of City-owned property at 4824 West Gladys Avenue to Ryan Wynne under Adjacent Neighbors Land Acquisition Program (ANLAP) (29th Ward) (O2024-0012541) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City of Chicago ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370-- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 17, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on June 12, 2024; and

WHEREAS, Purchaser's proposal was the highest ANLAP bid received by DPD by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 24-026-21 adopted on June 20, 2024, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$1,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Ryan Wynne.

Purchaser's Address:

4826 West Gladys Avenue
Chicago, Illinois 60644.

Value ("As Is"):

\$5,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 9 in Block 10 in Miss Albina R. Labar's Subdivision of Lots 10 and 23 in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4824 West Gladys Avenue
Chicago, Illinois 60644.

Property Index Number:

16-16-215-068-0000.

SALE OF CITY-OWNED PROPERTY AT 4156 S. WENTWORTH AVE. TO MATTHEW NORMAND UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2024-0012539]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of City-owned property at 4156 South Wentworth Avenue to Matthew Normand under Adjacent Neighbors Land Acquisition Program (ANLAP) (3rd Ward) (O2024-0012539) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City of Chicago ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the 47th/Halsted Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 29, 2002 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 85676 through 85904, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on July 31, 2020; and

WHEREAS, Purchaser's proposal was the highest ANLAP bid proposal received by DPD by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 20-015-21 adopted on October 15, 2020, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$2,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Matthew Normand.

Purchaser's Address:

4160 South Wentworth Avenue
Chicago, Illinois 60609.

Value ("As Is"):

\$12,000.00.

Bid Amount:

\$2,000.00.

Legal Description (subject to title commitment and survey):

Lot 11 in Block 2 in Superior Court Subdivision of Lot 2 in Superior Court Partition of the south three-eighths of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4156 South Wentworth Avenue
Chicago, Illinois 60609.

Property Index Number:

20-04-223-047-0000.

SALE OF CITY-OWNED PROPERTIES IN 6TH WARD TO ELIGIBLE SIDE YARD BUYERS UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0012535]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of City-owned property in the 6th Ward to adjacent neighbors under ChiBlockBuilder land sale platform (O2024-0012535), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 thousands of 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 ("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, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, The Department advertised the properties that are the subject of this ordinance, along with many other City-owned lots for sale on the ChiBlockBuilder website in a round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, market rate housing, neighborhood side yards, community open space, commercial and industrial development and urban agriculture; and

WHEREAS, This ordinance authorizes the sale of City lots in the neighborhood side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; 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 each 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 Side Yard With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks

to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions,
And Prices.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 21 in Parmly's Addition to Auburn in Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

515 West 81st Street
Chicago, Illinois 60620.

Permanent Index Number:

20-33-120-008-0000.

Buyer:

Leon Baylor.

Buyer's Address:

511 West 81st Street
Chicago, Illinois 60620.

Market Value ("As Is"):

\$7,587.20.

Purchase Price (10 percent of Value):

\$759.00.

City Lot 2.

The north 9 feet of Lot 45 and the south 20 feet of Lot 46 in Block 14 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Quarter Principal Meridian, in Cook County, Illinois.

Address:

7004 South Rhodes Avenue
Chicago, Illinois 60637.

Permanent Index Number:

20-22-421-025-0000.

Buyer:

Keisha L. Harrison.

Buyer's Address:

7006 South Rhodes Avenue
Chicago, Illinois 60637.

Market Value ("As Is"):

\$7,241.62.

Purchase Price (10 percent of Value):

\$724.00.

City Lot 3.

Lot 30 and the south half of Lot 31 in Block 3 in Farnly's Normal Park Addition in the northwest quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7144 South Emerald Avenue
Chicago, Illinois 60621.

Permanent Index Number:

20-28-100-034-0000.

Buyer:

Magnolia Bowman.

Buyer's Address:

7146 South Emerald Avenue
Chicago, Illinois 60621.

Market Value ("As Is"):

\$15,080.76.

Purchase Price (10 percent of Value):

\$1,508.00.

City Lot 4.

Lot 1 in Camps Resubdivision of Lots 4, 5, 12, 13, 20, 21, 28, 29 and 36 in Witherells Subdivision of the north half of Block 3 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7201 South St. Lawrence Avenue
Chicago, Illinois 60619.

Permanent Index Number:

20-27-212-001-0000.

Buyer:

Evangelina Thomas.

Buyer's Address:

7203 South St. Lawrence Avenue
Chicago, Illinois 60619.

Market Value ("As Is"):

\$7,043.37.

Purchase Price (10 percent of Value):

\$704.00.

City Lot 5.

Lot 8 in S.K. Martin's Subdivision of the northwest quarter of the southeast quarter and the southeast quarter of Block 2 of Brookline, a subdivision of the southeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7348 South Langley Avenue
Chicago, Illinois 60619.

Permanent Index Number:

20-27-221-039-0000.

Buyer:

Barbara Braxton.

Buyer's Address:

7350 South Langley Avenue
Chicago, Illinois 60619.

Market Value ("As Is"):

\$9,288.72.

Purchase Price (10 percent of Value):

\$929.00.

City Lot 6.

Lot 13 in Block 19 in Mallette's & Brownell's Subdivision of Blocks 16 to 21 in Auburn Park, a subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7449 South Parnell Avenue
Chicago, Illinois 60621.

Permanent Index Number:

20-28-123-013-0000.

Buyer:

Jimmie D. Funderburg.

Buyer's Address:

7447 South Parnell Avenue
Chicago, Illinois 60621.

Market Value ("As Is"):

\$20,008.58.

Purchase Price (10 percent of Value):

\$2,001.00.

SALE OF VARIOUS CITY-OWNED PROPERTIES IN 16TH AND 20TH WARDS TO ELIGIBLE OPEN SPACE BUYERS UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0012538]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Housing regarding a sale of City-owned property at various locations to multiple individuals under ChiBlockBuilder Open Space land sale platform (16th and 20th Wards) (O2024-0012538), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 thousands of 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 ("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, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, The Department advertised the properties that are the subject of this ordinance, along with many other City-owned lots for sale on the ChiBlockBuilder website for a round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, market rate housing, neighborhood side yards, community open space, commercial and industrial development and urban agriculture; and

WHEREAS, This ordinance authorizes the sale of City lots in the community 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, The Department reviewed the eligibility of ChiBlockBuilder open space applicants and evaluated their applications based on the following criteria: 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 buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the open space category, as identified on Exhibit A attached hereto; and

WHEREAS, The Projects for the proposed use of open space are further described in 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 subject to a deed restriction requiring the Buyer to improve the City Lot as open space and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; 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 Project; Restriction On Conveyance.** Buyer: (a) 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; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not 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 of such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 69 in the resubdivision of the east 10 acres of the south 20 acres of the west half of the northeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1014 West 51st Street
Chicago, Illinois 60609.

Permanent Index Number:

20-08-217-041-0000.

Buyer:

Gloria Allen.

Ward/Community Area:

20/New City.

TIF Area:

None.

Size/Zoning:

3,126 square feet/B3-2.

Market Value ("As Is"):

\$12,505.

Purchase Price (10 percent of Value):

\$1,251.

Open Space Project:

Gloria Allen has lived in the area for over 50 years. Gloria Allen's garden will feature benches, flowers and vegetables in raised beds. The garden will be maintained by Gloria's friends, family and neighbors. Gloria Allen owns the building at 5040 South Carpenter Street which is a few feet away from the property and will provide water access. Nevarez Welding Company will erect a fence around the site within three months of closing on the property. Her budget is approximately \$12,800.

City Lot 2.

Lot 68 in the resubdivision of the east 10 acres of the south 20 acres of the west half of the northeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1018 West 51st Street
Chicago, Illinois 60609.

Permanent Index Number:

20-08-217-040-0000.

Buyer:

Gloria Allen.

Ward/Community Area:

20/New City.

TIF Area:

None.

Size/Zoning:

3,126 square feet/B3-2.

Market Value ("As Is"):

\$9,379.

Purchase Price (10 percent of Value):

\$938.

Open Space Project:

Gloria Allen has lived in the area for over 50 years. Gloria Allen's garden will feature benches, flowers and vegetables in raised beds. The garden will be maintained by Gloria's friends, family and neighbors. Gloria Allen owns the building at 5040 South Carpenter Street which is a few feet away from the property and will provide water access.

Nevarez Welding Company will erect a fence around the site within three months of closing on the property. Her budget is approximately \$12,800.

City Lot 3.

Lot 67 in the resubdivision of the east 10 acres of the south 20 acres of the west half of the northeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1020 West 51st Street
Chicago, Illinois 60609.

Permanent Index Number:

20-08-217-039-0000.

Buyer:

Gloria Allen.

Ward/Community Area:

20/New City.

TIF Area:

None.

Size/Zoning:

3,125 square feet/B3-2.

Market Value ("As Is"):

\$12,501.

Purchase Price (10 percent of Value):

\$1,250.

Open Space Project:

Gloria Allen has lived in the area for over 50 years. Gloria Allen's garden will feature benches, flowers and vegetables in raised beds. The garden will be maintained by Gloria's friends, family and neighbors. Gloria Allen owns the building at 5040 South Carpenter Street which is a few feet away from the property and will provide water access. Nevarez Welding Company will erect a fence around the site within three months of closing on the property. Her budget is approximately \$12,800.

City Lot 4.

Lot 66 in the resubdivision of the east 10 acres of the south 20 acres of the west half of the northeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1022 West 51st Street
Chicago, Illinois 60609.

Permanent Index Number:

20-08-217-038-0000.

Buyer:

Gloria Allen.

Ward/Community Area:

20/New City.

TIF Area:

None.

Size/Zoning:

3,128 square feet/B3-2.

Market Value ("As Is"):

\$9,393.

Purchase Price (10 percent of Value):

\$938.

Open Space Project:

Gloria Allen has lived in the area for over 50 years. Gloria Allen's garden will feature benches, flowers and vegetables in raised beds. The garden will be maintained by Gloria's friends, family and neighbors. Gloria Allen owns the building at 5040 South Carpenter Street which is a few feet away from the property and will provide water access. Nevarez Welding Company will erect a fence around the site within three months of closing on the property. Her budget is approximately \$12,800.

City Lot 5.

Lot 30 in Block B14 in Weddel and Cox Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6642 South Aberdeen Street
Chicago, Illinois 60621.

Permanent Index Number:

20-20-225-035-0000.

Buyer:

Steven Hunter.

Ward/Community Area:

16/Englewood.

TIF Area:

Englewood Neighborhood.

Size/Zoning:

3,122 square feet/RS3.

Market Value ("As Is"):

\$15,610.

Purchase Price (10 percent of Value):

\$1,561.

Open Space Project:

Steven Hunter lives down the block at 6601 South Aberdeen Street and wants to create a community garden to share the produce with the neighborhood. His father and garden partner had initiated many gardens throughout the city. With the recent closure of the Whole Foods grocer in Englewood, they have a renewed focus on finding creative solutions for the food desert circumstance in their community. His budget is approximately \$9,000.

City Lot 6.

Lot 29 in Block B14 in Weddel and Cox Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6644 South Aberdeen Street
Chicago, Illinois 60621.

Permanent Index Number:

20-20-225-036-0000.

Buyer:

Steven Hunter.

Ward/Community Area:

16/Englewood.

TIF Area:

Englewood Neighborhood.

Size/Zoning:

3,157 square feet/RS3.

Market Value ("As Is"):

\$15,784.

Purchase Price (10 percent of Value):

\$1,578.

Open Space Project:

Steven Hunter lives down the block at 6601 South Aberdeen Street and wants to create a community garden to share the produce with the neighborhood. His father and garden partner had initiated many gardens throughout the city. With the recent closure of the Whole Foods grocer in Englewood, they have a renewed focus on finding creative solutions for the food desert circumstance in their community. His budget is approximately \$9,000.

City Lot 7.

Lot 3 in Block 2 in White and Coleman's Subdivision of Blocks 41 to 44 inclusive in Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and the west half of the southeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1841 West 51st Street
Chicago, Illinois 60609.

Permanent Index Number:

20-07-402-007-0000.

Buyer:

Luis Gomez.

Ward/Community Area:

16/New City.

TIF Area:

47th/Ashland.

Size/Zoning:

3,157 square feet/B3-1.

Market Value ("As Is"):

\$9,370.

Purchase Price (10 percent of Value):

\$937.

Open Space Project:

Luis Gomez plans to build an intergenerational community plaza and garden. There will be an educational component as well as a relaxation space. Luis and his family, who live three doors away from the site, plan on maintaining the property with the help of a landscape company. There will be a 200-gallon water tank on site that will be refilled by the landscaping company when needed. The fencing will have a front gate, open to the community. Luiz has lived in this area for over 20 years and has always wanted to help beautify it. His budget is approximately \$26,000.

Exhibit "B".

Competing Proposals.

City Lots 1 -- 4.

1014 -- 1022 West 51st Street -- Applications Submitted.

1. Gloria Allen's open space application was selected. Proposal is outlined in Exhibit A.
2. Jerry Davey was not selected for his side yard application because he does not live next to the property.

City Lots 5 -- 6.

6642 -- 6644 South Aberdeen Street -- Applications Submitted.

1. Steven Hunter was the only applicant. Proposal is outlined in Exhibit A.

City Lot 7.

1841 W. 51st Street -- Applications Submitted.

1. Luis Gomez's open space application was selected. Proposal is outlined in Exhibit A.
2. Gabriela Torres was not selected/ineligible for her commercial building application because no clear site plan or financing was submitted. The budget was too low and incomplete.
3. Eveling Vargas Saucedo was not selected/ineligible because she submitted a side yard application and does not live next to the property.

4. Juan Ignacio Gonzalez was not selected/ineligible for his open space application because he does not live on the block and submitted a low budget of \$1,900.

SALE OF CITY-OWNED LOTS AND PARCELS OF PROPERTIES IN 20TH WARD
UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0012557]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of vacant, as-is property under ChiBlockBuilder platform at 327 West 59th Place to Dawn Harris and 425 West 60th Place to Jose Eurioles and Maria Melendez (20th Ward) (O2024-0012557), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 thousands of 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 ("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, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, The Department advertised the properties that are the subject of this ordinance, along with many other City-owned lots for sale on the ChiBlockBuilder website in a round of bidding which began on November 17, 2022 and ended on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, market rate housing, neighborhood side yards, community open space, commercial and industrial development and urban agriculture; and

WHEREAS, This ordinance authorizes the sale of City lots in the neighborhood side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; 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 each 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 Side Yard With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from

historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including

indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions,
And Prices.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

The west 3 ½ feet of the east 75 feet of Lot 4 in Block 3 in Assessor's Subdivision of Lots 17, 18, 19, 20 and 21 in School Trustee's Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

327 West 59th Place
Chicago, Illinois 60621.

Permanent Index Number:

20-16-402-009-0000.

Buyer:

Dawn Harris.

Buyer's Address:

325 West 59th Place
Chicago, Illinois 60621.

Market Value ("As Is"):

\$7,833.47.

Purchase Price (10 percent of Value):

\$783.00.

City Lot 2.

Lot 11 in Block 4 in H. A. Hulburd's Subdivision of Blocks 3 and 4 in Clough & Barney's Subdivision of out lots or Blocks 34 and 35 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

425 West 60th Place
Chicago, Illinois 60621.

Permanent Index Number:

20-16-314-010-0000.

Buyers:

Jose C. Eurioles and Maria Melendez.

Buyers' Address:

429 West 60th Place
Chicago, Illinois 60621.

Market Value ("As Is"):

\$5,980.24.

Purchase Price (10 percent of Value):

\$598.00.

SALE OF CITY-OWNED LOTS AND PARCELS OF PROPERTIES IN 21ST WARD
UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0012561]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of vacant, as-is property under ChiBlockBuilder platform at 11832 South Princeton Avenue to Adrienne Jones, 321 West 111th Place to Renardo Terry, 229 West 104th Street to Ricardo Escheverria and Rosalba Garcia Gonzalez, 341 West 106th Place to Catherine J. Johnson, 314 West 111th Place to Jerome Powell and Brittany Powell, 11918 South Eggleston Avenue to Felix Mora and Minerva Flores, 10223 South Union Avenue to Vivian R. Bedford (21st Ward) (O2024-0012561), 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 were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 thousands of 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 ("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, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, The Department advertised the properties that are the subject of this ordinance, along with many other City-owned lots for sale on the ChiBlockBuilder website in a round of bidding which began on November 17, 2022 and ended on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, market rate housing, neighborhood side yards, community open space, commercial and industrial development and urban agriculture; and

WHEREAS, This ordinance authorizes the sale of City lots in the neighborhood side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; 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 each 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 Side Yard With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and

that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions,
And Prices.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 37 in James L. Haven's Addition to Pullman, being a subdivision of the east half of the southwest quarter of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

11832 South Princeton Avenue
Chicago, Illinois 60628.

Permanent Index Number:

25-21-423-025-0000.

Buyer:

Adrienne Jones.

Buyer's Address:

11830 South Princeton Avenue
Chicago, Illinois 60628.

Market Value ("As Is"):

\$7,697.38.

Purchase Price (10 percent of Value):

\$770.00.

City Lot 2.

The east half of Lot 207 and the west 22 feet of Lot 208 in Roseland Addition to Chicago a subdivision of the west half of the northwest quarter of the northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

321 West 111th Place
Chicago, Illinois 60628.

Permanent Index Number:

25-21-204-007-0000.

Buyer:

Renardo Terry.

Buyer's Address:317 West 111th Place
Chicago, Illinois 60628.**Market Value ("As Is"):**

\$10,755.70.

Purchase Price (10 percent of Value):

\$1,076.00.

City Lot 3.Lot 12 in Block 6 in Fernwood Addition to Pullman of Section 16, Township 37 North,
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**Address:**229 West 104th Street
Chicago, Illinois 60628.**Permanent Index Number:**

25-16-206-026-0000.

Buyers:

Ricardo Escheverria and Rosalba Garcia Gonzalez.

Buyers' Address:

227 West 104th Street
Chicago, Illinois 60628.

Market Value ("As Is"):

\$10,934.31.

Purchase Price (10 percent of Value):

\$1,093.00.

City Lot 4.

Lot 42 and Lot 43 (except the west half of Lot 43) in Dejong's Subdivision of the north half of Lot 31 (except the west 67 feet thereof) in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

341 West 106th Place
Chicago, Illinois 60628.

Permanent Index Number:

25-16-217-085-0000.

Buyer:

Catherine J. Johnson.

Buyer's Address:

343 West 106th Place
Chicago, Illinois 60628.

Market Value ("As Is"):

\$3,913.78.

Purchase Price (10 percent of Value):

\$391.00.

City Lot 5.

Lot 221 and the east 12.5 feet of Lot 222 in Roseland Addition to Chicago being a subdivision of the west half of the northwest quarter of the northeast quarter of Section 21, Township 37 North, Range 14 (except the railroad), East of the Third Principal Meridian, in Cook County, Illinois.

Address:

314 West 111th Place
Chicago, Illinois 60628.

Permanent Index Number:

25-21-200-023-0000.

Buyers:

Jerome and Brittany Powell.

Buyers' Address:

318 West 111th Place
Chicago, Illinois 60628.

Market Value ("As Is"):

\$11,642.96.

Purchase Price (10 percent of Value):

\$1,164.00.

City Lot 6.

Lot 9 in Block 6 in West Pullman in the west half of the northeast quarter and the northwest quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

11918 South Eggleston Avenue
Chicago, Illinois 60628.

Permanent Index Number:

25-28-106-026-0000.

Buyers:

Felix Mora and Minerva Flores.

Buyers' Address:

11920 South Eggleston Avenue
Chicago, Illinois 60628.

Market Value ("As Is"):

\$7,696.40.

Purchase Price (10 percent of Value):

\$770.00.

City Lot 7.

Lots 37 and 38 in Block 43 in East Washington Heights, being a subdivision of the west half of the northwest quarter and the southwest quarter of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 10223 South Union Avenue, Chicago, Illinois.

Address:

10223 South Union Avenue
Chicago, Illinois 60628.

Permanent Index Number:

25-09-326-008-0000.

Buyer:

Vivian R. Bedford.

Buyer's Address:

10229 South Union Avenue
Chicago, Illinois 60628.

Market Value ("As Is"):

\$15,677.00.

Purchase Price (10 percent of Value):

\$1,568.00.

SALE OF CITY-OWNED PROPERTY AT 3024 S. TRIPP AVE. IN 22ND WARD
UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0012537]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding the sale of City-owned property at 3024 South Tripp Avenue to

Alejandra Melo in 22nd Ward under ChiBlockBuilder land sale platform (22nd Ward) (O2024-0012537), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 thousands of 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 ("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, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, The Department advertised the properties that are the subject of this ordinance, along with many other City-owned lots for sale on the ChiBlockBuilder website in a round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, market rate housing, neighborhood side yards, community open space, commercial and industrial development and urban agriculture; and

WHEREAS, This ordinance authorizes the sale of City lots in the neighborhood side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; 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 each 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 Side Yard With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant,

- representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
 7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions And Prices.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

The south half of Lot 11 in Block 2 in Whitaker & Potter's Addition to Chicago Subdivision of Block 8 in Reid's Subdivision of the west half of the southeast quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3024 South Tripp Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-27-426-029-0000.

Buyer:

Alejandra Melo.

Buyer's Address:

3028 South Tripp Avenue
Chicago, Illinois 60623.

Market Value ("As Is"):

\$12,425.81.

Purchase Price (10 percent of Value):

\$1,243.00.

FINANCIAL RESTRUCTURING, SALE, TRANSFER OF OWNERSHIP AND ASSUMPTION OF CITY DEBT OF PERMANENT SUPPORTIVE LIVING FACILITY LOCATED AT 8200 S. ELLIS AVE.

[O2024-0012550]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Housing regarding the sale, transfer and assumption of City debt from Ellis Neighborhood Development Corporation to Ventus Karibuni LLC of permanent supportive living facility at 8200 South Ellis Avenue (8th Ward) (O2024-0012550), 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII, of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing for persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City, pursuant to the HOME Investment Partnerships Program ("HOME Program"), received from the United States Department of Housing and Urban Development an allocation of funds ("HOME Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, The City Council of the City (the "City Council"), pursuant to an ordinance passed on April 12, 1995 and published at pages 66868 to 66872 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, authorized the City's Department of Housing ("DOH") to extend a loan of HOME Funds in the principal amount not to exceed \$2,103,478 with an interest rate of zero percent per annum and a maturity date of September 1, 2036 (the "City Loan") to Ellis Neighborhood Development Corporation, an Illinois not-for-profit corporation (the "Current Borrower"); and

WHEREAS, The Current Borrower entered into that certain Loan Agreement ("Loan Agreement") dated September 14, 1995, with the City with respect to the City Loan, which was evidenced by, among other things, that certain Note ("City Note") dated as of September 14, 1995 made by the Current Borrower in favor of the City in the original principal amount of the City Loan, and which was secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement made by the Current Borrower in favor of the City dated and recorded on September 14, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder of Deeds") as Document Number 95619252 (the "City Mortgage"), and which was further supported by that certain Regulatory Agreement executed by the Current Borrower on September 14, 1995 and recorded with the Recorder of Deeds on such date as Document Number 95619251 (the "Regulatory Agreement"); and

WHEREAS, The Current Borrower used the proceeds of the City Loan for the rehabilitation of a multi-unit residential facility for low- and moderate-income families (the "Project") located generally at 8200 South Ellis Avenue, in Chicago, Illinois (the "Property"); and

WHEREAS, The Current Borrower desires to sell and transfer the Property and its rights, duties and obligations under the City Loan Documents to Ventus Karibuni LLC, an Illinois limited liability company (the "New Borrower"), of which Steve Perez and Zach Elman are the managers and owners; and

WHEREAS, The Current Borrower has requested that DOH consent to the sale and transfer of the Property to New Borrower, and to the New Borrower's assumption of the Loan Agreement, City Note, City Mortgage and Regulatory Agreement (collectively, the "City Financing Documents") and existing City debt associated with the Property; and

WHEREAS, DOH has approved the sale and transfer of the Property and the assumption of the City Financing Documents and City debt (the "Restructuring") in a manner that: (1) will not alter the principal amount of the City Loan; (2) may alter the repayment terms of the City Loan; (3) will not alter the interest rate on the principal balance of the City Loan; (4) will not alter the maturity date of the City Loan; (5) will not extend the compliance period for certain housing affordability requirements; (6) will consent to the sale and transfer of the Property to the New Borrower; (7) will consent to the assumption of the City Financing Documents and existing City debt associated with the Property; (8) may amend certain compliance requirements in the City Financing Documents; and (9) will release the Current Borrower from its rights, duties, obligations and guaranties under the City Financing Documents (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in accordance with the Restructuring which do not substantially modify the Material Terms described herein. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with the implementation of the Restructuring. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with any future restructuring of the City Loan that does not substantially modify the Material Terms.

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 of the other provisions of this ordinance. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code of Chicago (the "Municipal Code") shall not apply to the Property or the Project in connection with the Restructuring.

SECTION 4. Notwithstanding anything to the contrary contained in the Municipal Code or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities that are direct owners in excess of 7.5 percent of the Owner that changed in connection with the Restructuring, and all legal entities that constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

RESTRUCTURING OF HOME LOAN AGREEMENT WITH RENAISSANCE
ST. LUKE SLF L.P. FOR PROPERTY AT 1501 W. MELROSE ST.

[O2024-0012547]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Housing regarding restructuring of HOME loan agreement with Renaissance St. Luke Senior Living Facility L.P. for property at 1501 West Melrose Street (32nd Ward) (O2024-0012547), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII, of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing for persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City, pursuant to the HOME Investment Partnership Program, received from the United States Department of Housing and Urban Development an allocation of funds ("HOME Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, On April 1, 2008, the City made a loan of HOME Funds in the principal amount of \$2,800,000 with an interest rate of three percent per annum and a term not to exceed 32 years (the "HOME Loan") to Renaissance Saint Luke SLF, L.P., an Illinois limited partnership ("Borrower"); and

WHEREAS, The HOME Loan was secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated as of April 1, 2008, made by the Borrower in favor of the City (the "Mortgage"); and

WHEREAS, Proceeds of the HOME Loan were used to provide for the acquisition, construction and equipping by the Borrower of a 107-unit supportive living housing facility (the "Project") located at 1501 West Melrose Street Chicago, Illinois 60657 (the "Property"); and

WHEREAS, The Mortgage is subordinate to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of April 1, 2008 (the "Current First Mortgage") that was made by the Borrower in favor of Harris N.A., a national banking association (the "Current Bank"), for a letter of credit (the "Current Letter of Credit") that enhanced the security of a bond loan which was funded by the proceeds from the issuance by the City on April 1, 2008 of Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) Series 2008, in the original amount of \$13,900,000 (the "Bonds"); and

WHEREAS, Pursuant to Section 13.2 of that certain Trust Indenture entered into by the City and Amalgamated Bank of Chicago in connection with the Bonds, and Section 5.7 of that certain Loan Agreement entered into by the City and the Borrower in connection with the Bonds, the Borrower desires to obtain a substitute letter of credit (the "New Letter of Credit") from CIBC Bank USA, an Illinois Chartered Bank (the "New Bank"), as a replacement for the Current Letter of Credit, to be secured by a new senior mortgage (the "New First Mortgage") in favor of the New Bank as a replacement for the Current First Mortgage; and

WHEREAS, The sole general partner of the Borrower is RRG Renaissance Saint Luke SLF LLC, an Illinois limited liability company (the "Current General Partner"), the members of which are RRG Development, Inc., an Illinois corporation, and Saint Luke Housing Ministries, an Illinois not-for-profit corporation; and

WHEREAS, The limited partner of the Borrower is NJK Venture LLC, an Illinois limited liability company (the "Current Limited Partner"), the manager of which is Nancy J. Kapp; and

WHEREAS, The owners of the Borrower desire to sell and assign their interests in the Borrower, which will thereby replace the Current General Partner with Greenview SLF General LLC, an Illinois limited liability company (the "New General Partner"), and will replace the Current Limited Partner with Greenview SLF Limited LLC, an Illinois limited liability company (the "New Limited Partner"); and

WHEREAS, The City's Department of Housing ("DOH") has approved a restructuring of the Project (the "Restructuring") in a manner that: (1) will not alter the principal balance of the HOME Loan; (2) will not alter the interest rate on the principal balance of the HOME Loan; (3) will not extend the maturity date of the HOME Loan; (4) will require the Borrower to pay \$420,000 of accrued interest on the HOME Loan and will require a restructuring of subsequent payments of interest that accrue on the HOME Loan; (5) will subordinate the lien of the Mortgage to the lien of the New First Mortgage; and (6) will consent to the replacement of the Current General Partner with the New General Partner and the replacement of the Current Limited Partner with the New Limited Partner (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (collectively, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein. The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with: (a) the implementation of the Restructuring; and (b) any future restructuring of the Project which does not substantially modify the Material Terms.

SECTION 3. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago (the "Municipal Code") or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Project Owner"), any legal entities which are direct owners in excess of 7.5 percent of the Project Owner which changed in connection with the Restructuring, and all legal entities who constitute the direct or indirect controlling parties of the Project Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

DESIGNATION OF 1565 N. CLYBOURN AVE. AS LOW AFFORDABILITY COMMUNITY.

[O2024-0011400]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024, and to which was referred an ordinance that was introduced by Alderperson Hopkins regarding the designation of 1565 North Clybourn Avenue as a

Low Affordability Community (2nd Ward) (O2024-0011400), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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) of 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 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 Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Section 15-178 (as the same may be hereafter amended, restated or supplemented from time to time, "Section 15-178"), to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Section 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Section 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Section 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multifamily building's units will have rents that are at or below maximum rents as defined in Section 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Section 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 12 percent of year-round rental housing units in the Near North Side Community Area were affordable; and

WHEREAS, LPC Chicago LLC, a limited liability company, intends to construct a building (the "1565 Project") which is anticipated to contain 396 dwelling units, of which 79 units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Section 15-178; and

WHEREAS, The 1565 Project will be located generally at 1565 North Clybourn Avenue in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "1565 Property") and is within the Near North Side Community Area; 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 finds that the 1565 Property is a Low Affordability Community and specifies for the purposes of Section 15-178(c)(2) and Section 15-178(g) of the Property Tax Code (35 ILCS 200/15-178) the permanent index number(s) related to the real property described on Exhibit 1.

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

SECTION 4. 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 5. This ordinance shall be effective upon passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description.

Legal Description Of 1565 Property:

Tract of land situated in the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian; bounded on the west by the east line of North Halsted Street; on the north by the south line of West North Avenue; on the southwest by the northeasterly line of North Clybourn Avenue; on the southeast by the northwesterly line of West Weed Street and on the east by the west and southwesterly line of the right-of-way of the Chicago Transit Authority and the connection of said right of way line across the east/west alley south of and parallel to West North Avenue, said tract includes all alleys within its boundaries together with the following described lots: Lots 1 through 6 in the subdivision of Lot 157 and Lots 6 through 13 (except the east 16 feet of said Lot 6) in the subdivision of Lot 158, Lot 13 and Lots 17 through 23 in the subdivision of Lot 156; Lots 1 and 2 in the subdivision of Sub-lots 14, 15 and 16 in the subdivision of Lot 156; Lot 2 (except that part conveyed to the northwest elevated railroad by deed recorded May 16, 1913 as Document Number 5186265) in the subdivision of Lot 24 in the subdivision of Lot 156, all in the subdivision of Lots 156, 157, 158 in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded September 2, 1863 in Book 162 of Maps at page 11 as Document Number 70119, in Cook County, Illinois.

Address Commonly Known As:

1565 North Clybourn Avenue
Chicago, Illinois.

Permanent Index Numbers:

17-04-100-001;

17-04-100-002;

17-04-100-003;

17-04-100-004;

- 17-04-100-005;
- 17-04-100-013;
- 17-04-100-014;
- 17-04-100-015;
- 17-04-100-016;
- 17-04-100-017;
- 17-04-100-018;
- 17-04-100-021;
- 17-04-100-022;
- 17-04-100-023;
- 17-04-100-024;
- 17-04-100-027;
- 17-04-100-028;
- 17-04-100-032;
- 17-04-100-033;
- 17-04-100-034;
- 17-04-100-035;
- 17-04-100-036; and
- 17-04-100-037.

DESIGNATION OF 3955 N. KILPATRICK AVE./3865 N. MILWAUKEE AVE. AS LOW AFFORDABILITY COMMUNITY.

[SO2024-0012214]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024, and to which was referred a substitute ordinance that was introduced by Alderperson Gardiner regarding the designation of 3955 North Kilpatrick Avenue/3865 North Milwaukee Avenue a Low Affordability Community (45th Ward) (SO2024-0012214), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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) of 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 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 Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Section 15-178, as the same may be hereafter amended, restated or supplemented from time to time ("Section 15-178"), to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Section 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Section 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Section 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multifamily building's units will have rents that are at or below maximum rents as defined in Section 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Section 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 30 percent of year-round rental housing units in the Portage Park Community Area were affordable; and

WHEREAS, GW Six Corners LLC, a limited liability company, intends to construct a building (the "3955 Kilpatrick Residential Project"), which is anticipated to contain 345 dwelling units, of which 69 units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Section 15-178; and

WHEREAS, The 3955 Kilpatrick Residential Project will be generally located at 3955 North Kilpatrick Avenue/3865 North Milwaukee Avenue, Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "3955 Kilpatrick Property") and is within the Portage Park Community Area; 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 finds that the 3955 Kilpatrick Property is a Low Affordability Community and specifies for the purposes of Section 15-178(c)(2) and Section 15-178(g) of the Property Tax Code (35 ILCS 200/15-178) the permanent index number(s) related to the real property described on Exhibit 1.

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

SECTION 4. 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 5. This ordinance shall be effective upon passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description Of 3955 Kilpatrick Property.

Parcel 1.

All of Block 21, including former streets and alleys, now vacated, in Grayland Subdivision, being a subdivision in the northwest quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian (except 10 acres in the northeast corner) (excepting from said Block 21 that portion taken for North Milwaukee Avenue, and that portion dedicated for North Kilpatrick Avenue by dedication recorded March 15, 1930 as Document Number 1061505) in Cook County, Illinois.

Parcel 2.

Block 20 in Grayland Subdivision, being a subdivision of the northwest quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian (except 10 acres in the northeast corner) in Cook County, Illinois.

Parcel 3.

Lot 3 (except that part taken for West Byron Street) and all of Lot 2 in Wiehe's Subdivision of that part of Block 19 lying northerly of the northeasterly line of North Milwaukee Avenue in Grayland, a subdivision of the northwest quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

3955 North Kilpatrick Avenue/3865 North Milwaukee Avenue
Chicago, Illinois.

Permanent Index Numbers:

13-22-102-001-0000;

13-22-102-002-0000;

13-22-102-011-0000; and

13-22-102-012-0000.

LEASE AGREEMENT WITH IAYV, INC. FOR USE OF CITY-OWNED PROPERTY
AT 4702 -- 4704 S. DR. MARTIN LUTHER KING, JR. DR. AS PUBLIC OUTDOOR
PLAZA.

[O2024-00012544]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding a lease agreement with IAYV, Inc. for use of City-owned property at 4702 -- 4704 South Dr. Martin Luther King, Jr. Drive as public outdoor plaza (3rd Ward) (O2024-0012544), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 real property located at 4702 -- 4704 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois (the "Premises"); and

WHEREAS, The Department of Planning and Development (the "Department") has developed the Public Outdoor Plaza Program (the "Program") to help community-based organizations revitalize underutilized land along neighborhood retail corridors; and

WHEREAS, The Department issued a request for proposals ("RFP") in March 2022 for the purpose of identifying community-based organizations to participate in the Program; and

WHEREAS, IAYV, Inc., an Illinois not-for-profit corporation ("Tenant"), responded to the RFP and the Department selected it to design, construct, program and maintain a public outdoor plaza ("POP") at 4702 -- 4704 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois ("Premises"); and

WHEREAS, The City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises, so Tenant can design, construct, program and maintain a POP at the Premises, under the terms and conditions set forth herein; and

WHEREAS, The City owns a single-story, 20 feet x 20 feet, prefabricated, micro-retail kiosk, which is currently located on City-owned land at 451 East 47th Street, Chicago, Illinois, and which was constructed using approximately \$90,000 of increment from the 47th/King Tax Increment Financing District; and

WHEREAS, The City has no current use for the Boombox; and

WHEREAS, IAYV has offered to purchase the Boombox from the City for \$1 and transport it to the Premises, where it will serve as a visitors' kiosk for the POP; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for the Premises, including, the City's sale of the Boombox, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Lease With IAYV, Inc.

THIS LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2024 (the "**Commencement Date**"), by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and **IAYV, INC.**, an Illinois not-for-profit corporation ("**Tenant**"), having offices located at 4531 S. Oakenwald Avenue, Chicago, IL 60653. City and Tenant each a "**Party**," and, together, the "**Parties**."

RECITALS

WHEREAS, the City is the owner of the real property located at 4702-04 S. Dr. Martin Luther King, Jr. Drive, Chicago, Illinois 60653 (PIN 20-10-105-004-0000), which is legally described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Tenant desires to lease the Premises from the City for the purpose of maintaining the existing public outdoor plaza ("POP") that Tenant previously constructed on the Premises and which is depicted in the renderings in **Exhibit B** attached hereto; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises to allow for Tenant's use and maintenance of the POP, as further described in **Exhibit C** attached hereto (the "**Permitted Use**"), upon the terms and conditions set forth herein;

WHEREAS, the City has agreed to sell to, and Tenant has agreed to purchase from, a single story, 20' x 20', prefabricated, micro-retail kiosk, which is currently located at 451 E. 47th Street, Chicago, Illinois; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this Lease and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. LEASE OF PREMISES AND SALE OF BOOMBOX. The City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City. The City hereby sells to Tenant the Boombox for \$1.00, in its As Is, Where Is, and With All Faults condition, which Tenant must deliver at its sole cost and expense to the Premises not later than ten (10) days following the Commencement Date. The City disclaims any warranties, including fitness for a particular use, with respect to the Boombox.

SECTION 3. TERM.

3.1 Term. The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on the earlier of (a) the date on which Tenant no longer uses the Premises for the Permitted Use or (b) the date that is thirty-six (36) months after the Commencement Date (i.e., _____, 202_), unless sooner terminated as set forth in this Lease. Not later than six (6) months prior to the expiration of the Term, and the Term as extended, if applicable, Tenant may request in writing an extension of the Term not to exceed one (1) year, which extension the City may grant in its sole discretion. The initial Term may not be extended for more than two (2) years.

3.2 Early Termination. The City may terminate this Lease for any reason without penalty by providing Tenant with prior written notice of at least ninety (90) days at any time after the Commencement Date.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 Rent. The consideration for this Lease is: (a) base rent in the amount of One Dollar (\$1.00) for the Term; (b) Tenant's promise to remediate the Premises in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises and the Boombox at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "**Rent**" as used herein means the base rent of \$1.00 plus all other payments due under this Lease of any kind or nature.

4.2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. The City shall have no responsibility for providing or paying for any utilities supplied to the Premises, and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. Tenant shall pay such amounts and Tenant shall provide City with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's

tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

4.4 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, Tenant shall pay any and all costs and expenses of any kind relating to the Premises or arising from Tenant's use or operation of the Premises.

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Obligations. Tenant shall, at its own cost and expense, comply with the Environmental Conditions for Leases at Sites with Identified Contamination attached hereto as Exhibit D.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

6.2 Nonprofit Status. Tenant shall retain its nonprofit status during the Term.

6.3 Compliance with Laws. Tenant shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such

Laws shall be deemed included. As used in this Lease, the term "**Laws**" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code of Chicago (the "**Municipal Code**"), and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 **Non-Discrimination.** Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

6.5 **Permits and Licenses.** Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.6 **Prohibited Uses Generally.** Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 **No Religious or Political Use.** Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 **No Alcohol or Illegal Drugs.** Without exception, Tenant shall not permit the consumption of illegal drugs of any kind on the Premises. Without the prior written approval of the Commissioner of the Department (the "Commissioner"), which written approval shall be event specific, and Tenant's or its vendor's having a Special Use City Liquor License issued by the City's Department of Cultural Affairs and Special Events through a Special Event Permit, neither Tenant nor any of its vendors shall distribute alcohol on the Premises.

6.9 **Competing Parking Facility.** Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 **No Tailgating.** Tenant shall not permit tailgating on the Premises. For purposes of this Section 6.10, "tailgating" means "a social gathering in which food and/or drinks are served at or near the back end of a parked vehicle, other than a mobile food vendor vehicle (as described in Section 7-38-075 et seq. of the Municipal Code), before or after a public event."

6.11 **Hazardous Materials.** Tenant shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with

other supplies ordinarily used in the operation of Tenant's programs, so long as Tenant's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous Materials used, stored, or released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

As used in this Lease, the following terms shall have the following meanings:

(a) **"Claims"** means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

(b) **"Environmental Laws"** means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and natural resources, now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(c) **"Hazardous Materials"** means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

6.12 **Compliance with City Agreements.** If the City and Tenant enter into any agreements in the future funding of Tenant's operations, or if any such agreements currently exist, Tenant's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.13 **Compliance with City Requirements.** Tenant covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in **Exhibit E** hereto.

6.14 Economic Disclosure Statement Updates. Upon the City's request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY'S RIGHT TO INSPECT.

7.1 Tenant's Duty to Maintain Premises. Tenant shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises and the Boombox in a state of good order, condition and repair and in compliance with all applicable Laws during the Term. Without limiting the generality of the foregoing, Tenant shall, at its sole expense:

- (a) make all repairs necessitated by vandalism or misuse of the Premises or the Boombox, equipment therein and appurtenances thereto;
- (b) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;
- (c) remove graffiti, and keep all portions of the Premises and the Boombox in a clean, orderly and lawful condition;
- (d) at all times exercise due diligence in protecting the Premises against damage or destruction;
- (e) provide all security for the Premises and the Boombox;
- (f) provide and pay for all custodial service, scavenger service, and grounds maintenance for the Premises;
- (g) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises and the Boombox; and
- (h) perform preventive maintenance as is customarily performed by prudent property owners.

7.2 Right of Access. Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises at any time and for any purpose.

SECTION 8. ALTERATIONS. Tenant shall not make any alterations, additions and/or improvements ("Alterations"), including any fencing or land grading, in or to the Premises without the prior written consent of the Commissioner, which consent may be granted or withheld in the Commissioner's sole discretion. Prior to commencement of construction of any Alterations, Tenant shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in Exhibit F attached hereto. All Alterations shall (a) be

completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees, agents or contractors. Upon completion of any Alterations, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and, if applicable, CAD files. All Alterations, except Tenant's furniture, moveable trade fixtures, equipment and other personal property (collectively, "**Personal Property**"), shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing:

SECTION 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 **Assignment and Sublease.** Tenant may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 **Tenant's Covenant against Liens and other Encumbrances.** Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit F** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 **Full Liability.** Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 **Indemnification.** Tenant agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising out of or incidental to Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City of any Claims which the City believes to be covered hereunder, Tenant shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. DAMAGE OR DESTRUCTION.

12.1 If the Premises are rendered substantially untenantable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or Tenant may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenantable" includes any material adverse effect on the Premises and Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Tenant, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the reasonable control of Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant's Personal Property.

SECTION 13. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term shall cease and terminate as of the date when the condemning authority takes possession of the

Premises, and the City shall be entitled to receive the entire award, except Tenant shall receive the portion of the award payable with respect to Tenant's Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

(a) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the Permitted Use, failure to comply with the provisions of Exhibit E (City Requirements), or failure to maintain its nonprofit corporate status;

(b) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Tenant; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have fourteen (14) business days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided Tenant promptly commences such cure and thereafter continuously and

diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 above, the City, in addition to any other rights and remedies available to it at law or in equity, shall have the right, without any further notice to Tenant, to terminate this Lease. Upon termination of this Lease, Tenant shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the requirements of this Lease with regard to termination, and Tenant hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against Tenant or any assignee, sublessee or other transferee.

14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing. The acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted, and shall remove all Personal Property and dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). If Tenant does not remove its Personal Property from the Premises as aforesaid, the City may, at its option, remove the same and deliver such property to any other place of business of Tenant or warehouse the same and restore the Premises pursuant to the requirements of this Lease, or the City may treat such Personal Property as being conveyed to the City with this Lease as through a bill of sale, without further payment or credit by the City to Tenant, or the City may sell, destroy, or otherwise dispose

of such Personal Property without notice to Tenant or to any other person and without obligation to account for such property. Tenant agrees to pay for any removal, delivery, warehousing or disposal costs the City may incur, including without limitation, the cost of repairing any damage to the Premises, on demand, with interest accruing from the date of such City payment at the rate of 12% per annum. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

16.2 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier with electronic tracking; or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning and 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, Room 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to Tenant:	IAYV, Inc. 4702 S. Dr. Martin Luther King, Jr, Drive Chicago, IL 60653 Attn: Chief Executive Officer
With a copy to:	Bobby L. Ware and Associates, LLC 15941 Harlem Avenue #388 Tinley Park, Illinois 60477

Any notice, request, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, request, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, request, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, requests, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 17.1 shall constitute delivery.

17.2 Amendments. From time to time, the Parties may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or the City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and Tenant, respectively, and that by their execution of this Lease, it became the binding obligation of the City and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the Parties and the respective successors and permitted assigns of the Parties.

17.5 Captions and Section Numbers. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

17.6 Confirmation of Dates. Promptly after the occurrence of any date relevant to the Parties' rights or obligations under this Lease, the Parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the Parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

17.7 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

- (a) The term "including" or "include" means "including, but not limited to."
- (b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require.

(c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.

(d) Unless otherwise indicated, references to a section, schedule, or exhibit means a section, schedule, or exhibit of this Lease.

17.8 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A teletype or facsimile signature of any Party shall be considered to have the same binding effect as an original signature.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

17.10 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the Parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

17.11 Force Majeure. Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, such Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

17.12 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

17.13 Jurisdiction, Venue and Forum. Each Party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each Party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each Party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither Party waives any right to seek a jury trial, if such right is available.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 Limitation to Capacity as the Landlord. The Parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The

term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or Claims against the City in its capacity as the landlord hereunder, it being acknowledged that Tenant's remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning Claims against the City as a governmental authority.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the Parties or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either Party any power, right or authority to bind or otherwise contractually obligate the other Party.

17.19 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

17.20 Recording. Either Party may record this Lease or any amendment hereto in the Office of the Clerk of Cook County, Illinois, Recordings Division.

17.21 Rule of Construction Inapplicable. The Parties acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the Parties. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party shall not be employed in the interpretation of this Lease to favor either Party against the other.

17.22 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.23 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

17.24 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the Parties, any rights or remedies hereunder.

17.25 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF PLANNING AND DEVELOPMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Senior Counsel

TENANT:

IAYV, INC.,
a New Mexico not-for-profit corporation

By: _____

Name: _____

Title: _____

[(Sub)Exhibit "B" referred to in this Lease with IAYV, Inc.
printed on page 18651 of this *Journal*.]

(Sub)Exhibits "A", "C", "D", "E" and "F" referred to in this Lease with IAYV, Inc. read as follows:

(Sub)Exhibit "A".
(To Lease With IAYV, Inc.)

Legal Description Of Premises.

(Subject To Final Title Commitment And Survey)

Legal Description:

Lot 1 in Hammond and Others' Subdivision of the east 315 feet of the northwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4702 -- 4704 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois 60615.

Permanent Index Number:

20-10-105-004-0000.

(Sub)Exhibit "C".
(To Lease With IAYV, Inc.)

Permitted Use.

Permitted Uses must comply with the zoning of the Premises and may include special events, cultural programming, seasonal activities and community markets, subject to City permitting requirements. Tenant must provide security for events and notify the Commander of the Police District at least a week in advance of the event.

Prohibited Uses: The Premises may not be used for tattoo parlors, massage parlors, hookah bars, tobacco shops, pawn shops, currency exchanges or liquor stores, or any other use not specifically authorized by this Agreement.

Advertisements:

- City approval is required for third-party sponsorships.
- Signage and advertising wraps must comply with all City ordinances and regulations.
- Signage and wraps must be kept in mint and repair-free conditions. All required repairs and graffiti removal must be performed within five (5) business days from the damage date.

(Sub)Exhibit "D"
(To Lease With IAYV, Inc.)

Environmental Conditions For Leases At Sites With Identified Contamination.

For purposes of this Exhibit D:

"AIS" means the City's Department of Fleet and Facility Management.

"Licensee" means the "Tenant."

"Property" means the "Premises."

Notice of Contamination

Contamination has been identified at the Property above Illinois Environmental Protection Agency (IEPA) Soil Remediation Objectives (SROs). In addition, urban fill is typically present throughout the entire City of Chicago and therefore may be present at the Property. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and heavy metals and may include building demolition debris contaminated with lead and/or asbestos. Therefore, an engineered barrier is required over the contaminated soil. The engineered barrier must be compliant with IEPA regulations including those outlined in 35 Ill. Adm. Code Part 742.1105 (IEPA Tiered Approach to Corrective Action Objectives). Examples of IEPA-compliant engineered barriers include asphalt or concrete; or three feet of "clean fill" (see Section 3 below). Additionally, IEPA has approved a barrier consisting of 18 inches of "clean fill" underlain by a geotextile fabric for exceedances of the Ingestion SROs. The clean fill must be soil or certified virgin crushed stone; materials such as woodchips or mulch are not permitted. AIS must review and approve the engineered barrier plan prior to construction. AIS will also require submission of a maintenance plan outlining frequency of barrier inspection to ascertain its condition and steps to perform repairs (if required). Following construction, an as-built drawing identifying materials, extents, and final thickness of said materials in the engineered barrier must be submitted to AIS.

In addition, a Health and Safety Plan must be prepared by the contractor to address the construction worker exceedances.

Clean Fill Use Conditions

1. **Initial Submittals.** Prior to execution of the Lease, the Licensee must provide a proposed layout identifying growing and non-growing areas, a description of activities to occur during the Lease term, and a list of equipment and materials anticipated to be brought on or stored at the Property over the duration of the Lease. Additional submittals may be required per requirements below.
2. **Allowable Clean Fill Material.** Allowable clean fill materials that can be imported on to the Property include stone, sand, and soil. Mulch, wood chips and compost may not be used as clean fill. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
3. **Importing Clean Fill Material.** Clean fill materials are subject to the following requirements:
 - a. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
 - b. Bagged clean fill material must be purchased from a landscape supply store and does not require testing.
 - c. No blo-solids or blo-solids-based products may be imported to the Property from a wastewater treatment facility or other source.
 - d. All bulk (loose) clean fill material requires notification, documentation, and approval of the source by AIS prior to being brought on the Property.
 - i. Certified virgin stone or sand do not require testing, but do require certification from the supplier before they are brought onto the site.

- ii. Soil, non-virgin sand, non-virgin stone of 100 cubic yards or more must undergo testing to document IEPA's most stringent soil remediation objectives (SROs) for residential land use are met. Testing requirements are provided in Section 4.
4. **Imported Clean Fill Material Testing.** Material subject to analytical testing must meet the following requirements.
 - a. One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List. Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs. The results with the comparison to the Tier 1 SROs must be provided in a tabular format for AIS review.
 - b. Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.
 - c. The laboratory must be accredited by the Illinois Environmental Protection Agency's Environmental Laboratory Accreditation Program (IL ELAP).
5. **Ground Disturbing Activities.** Ground disturbing activities are not allowed once the engineered barrier is in place. Prior to barrier placement, ground disturbance deeper than 3 ft is not allowed without prior AIS approval. If soil must be removed from the site, it must be disposed of at a properly permitted landfill with prior approval from AIS.
6. **Growing Areas (consumables).** Growing may not occur in the existing Property soil and must occur in raised beds or containers constructed by the Lessee and approved by AIS. A layer of landscape fabric must be placed under all growing areas to separate the existing surface from the imported bed material or container. All materials used in the growing areas must follow the requirements of Sections 2, 3 and 4 above. In addition, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, bio-solids etc.) can be used and do not need to be tested.
7. **Equipment.** Any fuel-powered equipment to be used or stored on the Property must be approved prior to being brought on the Property. Dispensing of fuel from containers larger than three gallons and onsite repairs of fuel-powered equipment are prohibited.
8. **Herbicides/pesticides.** Storage or use of herbicides and pesticides at the Property are prohibited.

General Environmental Conditions Applicable to all Leases

- ✓ Compliance with All Laws. Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.
- ✓ Permits. Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or

approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

- ✓ **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition, or better, existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions. "Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- ✓ **Hazardous Substances or Other Regulated Materials.** Licensee shall not use or store any Hazardous Substances or Other Regulated Material (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

(Sub) Exhibit "E".
(To Lease With IAYV, Inc.)

City Requirements.

1. Conflict Of Interest And Governmental Ethics.

(a) Conflict Of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty To Comply With Governmental Ethics Ordinance. The City and Tenant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships.

Tenant acknowledges: (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code; (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship; and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the

U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition On Certain Contributions-Mayoral Executive Order Number 2011-4.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Subowners") and spouses and domestic partners of such Subowners (Tenant and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee: (a) after execution of this Lease by Tenant; (b) while this Lease or any Other Contract (as hereinafter defined) is executory; (c) during the term of this Lease or any Other Contract; or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order Number 2011-4.

Tenant represents and warrants that from the later of: (a) May 16, 2011; or (b) the date the City approached Tenant, or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Tenant is a party that is: (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

i they are each other's sole domestic partner, responsible for each other's common welfare; and

ii. neither party is married; and

iii. the partners are not related by blood closer than would bar marriage in the State of Illinois; and

iv. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

v. two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code, Tenant warrants and represents that it, and to the best of its knowledge, its Contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Lease and may further affect Tenant's eligibility for future contract awards.

6. Failure To Maintain Eligibility To Do Business With The City.

Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation With Office Of Inspector General.

It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors,

agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Tenant will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

(Sub)Exhibit "F".
(To Lease With IAYV, Inc.)

Insurance Requirements.

Tenant must provide and maintain at Tenant's own expense, during the term of the Lease and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Lease.

(A) Insurance Required From Tenant.

1) Workers' Compensation And Employer's Liability (Primary And Umbrella).

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employer's Liability coverage with limits of not less than \$1,000,000 for each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability.

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by subtenants, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to Tenant or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability.

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Tenant. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, noncontributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella Or Excess.

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein

and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Sexual Abuse Or Molestation (SAM) Liability (When Applicable).

Where the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation for all employees for the actual or threatened abuse or molestation of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than \$1,000,000 per occurrence or claim with a \$2,000,000 aggregate limit.

The City and other entities as required by the City must be provided additional insured status on the CGL and SAM policies with respect to liability arising out of Tenant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenants may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Insurance coverages that begin with "when", "if", or "where", are considered conditional, and it is Tenant's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is Tenant's continuing responsibility to update the insurance coverage as needed. If at any time, Tenant or City determines that a conditional coverage is applicable, Tenant shall not perform the work, service, or operation in connection with the Lease until evidence of all applicable insurance coverage is provided to the City.

6) Professional Liability (When Applicable).

When any professional consultants perform work, services, or operations in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Liquor Liability (When Applicable).

When applicable, Tenant must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease.

8) Builder's Risk (When Applicable).

When Tenant or its Contractor(s) undertakes any construction, including improvements, betterments, and/or repairs to real property, Tenant or its Contractor(s), as applicable, must provide All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

9) Pollution Liability Insurance And/Or Asbestos/Lead Abatement.

When any remediation work or service performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Tenant, its Contractor or any subcontractor, then Tenant, its Contractor or any subcontractor must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$10,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other

losses caused by pollution conditions. Coverage must include but not be limited to: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain a lead-based paint or asbestos exclusion.

The City must be provided with an additional insured status with respect to liability arising out of Tenant's or its Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's or its Contractor's acts or omissions, whether such liability is attributable to the Tenant or its Contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, noncontributory basis. The Tenant and its Contractor(s) and any subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation, Title 40 of the Code of Federal Regulations, Protection of the Environment, and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's and its Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

10) Property.

Tenant is responsible for all loss or damage to City property at full replacement cost as a result of the Lease.

Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Tenant.

(B) Additional Requirements.

Evidence Of Insurance. Tenant must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsements, or other evidence of insurance, to be in force on the date of this Lease, and renewal COIs and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term.

Tenant must submit evidence of insurance prior to execution of Lease. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Lease. The failure of the City to obtain, or the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Lease provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Lease. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance. Failure of Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Lease. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to suspend this Lease until proper evidence of insurance is provided, or the Lease may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles And Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver Of Subrogation. Tenant hereby waives its rights and its insurer(s) rights of subrogation, and agrees to require its insurers to waive their rights of subrogation, against the City under all required insurance herein for any loss arising from or relating to this Lease. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation As To Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

No Contribution By The City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Lease.

Insurance Not Limited By Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

Insurance And Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture Or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

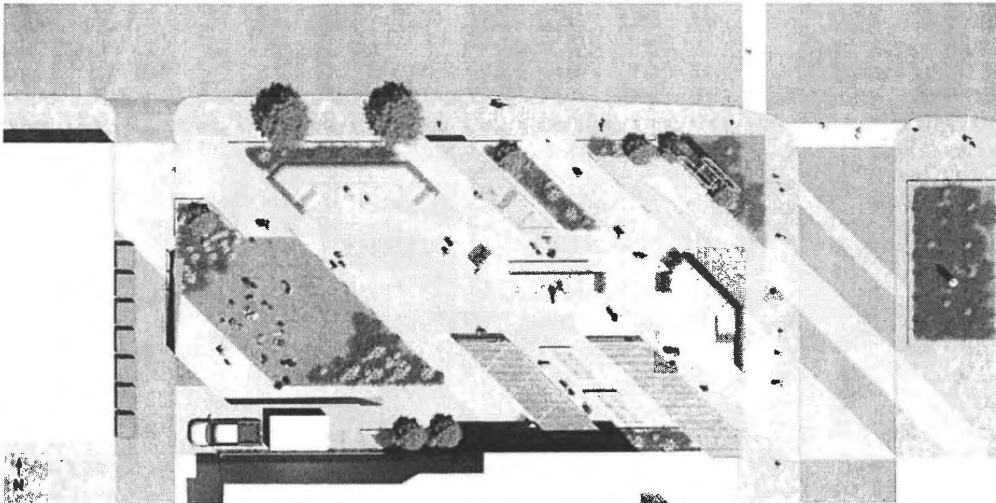
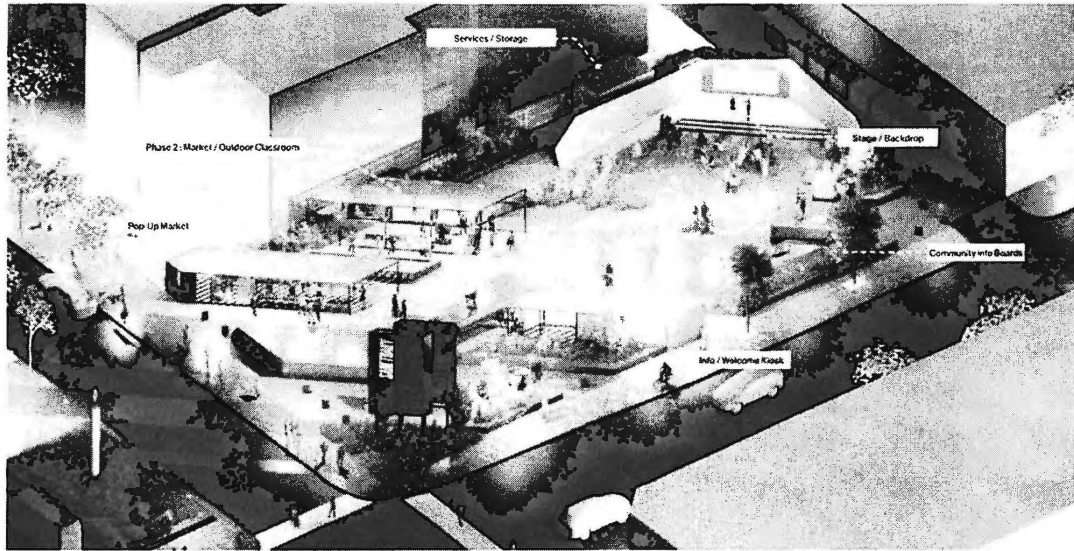
Other Insurance Obtained By Tenant. If Tenant desires additional coverages, Tenant will be responsible for the acquisition and cost.

Insurance Required Of Subtenants. Tenant shall name the subtenant(s) as a named insured(s) under Tenant's insurance or Tenant will require each subtenant(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required of Tenant. The limits of coverage will be determined by Tenant. Tenant shall determine if subtenant(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required of Tenant. Tenant is responsible for ensuring that each subtenant has named the City as an additional insured where required and named the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Tenant is also responsible for ensuring that each subtenant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subtenant(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right To Modify. Notwithstanding any provisions in the Lease to the contrary, the City, Department of Finance, Risk Management Division, maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "B".
(To Lease With IAYV, Inc.)

Renderings Of POP.



LEASE AGREEMENT WITH STEANS FAMILY FOUNDATION FOR USE OF CITY-OWNED PROPERTY AT 3907, 3921, 3939 AND 3941 W. ROOSEVELT RD. AS PUBLIC OUTDOOR PLAZA.

[O2024-00012571]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding a lease agreement with Steans Family Foundation for use of City-owned property at 3907, 3921, 3939 and 3941 West Roosevelt Road as public outdoor plaza (24th Ward) (O2024-0012571), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Department of Planning and Development (the "Department") has developed the Public Outdoor Plaza Program to help community-based organizations revitalize underutilized land along neighborhood retail corridors; and

WHEREAS, Steans Family Foundation, an Illinois not-for-profit corporation ("Tenant"), approached the Department in 2023 with the vision of revitalizing the vacant City-owned lots located at 3907, 3921, 3939 and 3941 West Roosevelt Road, Chicago, Illinois ("Premises"), as an extension of Tenant's various redevelopment projects in the area; and

WHEREAS, DPD recommends that Tenant design, construct, program and maintain a public outdoor plaza ("POP") at the Premises; and

WHEREAS, The City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises, so Tenant can design, construct, program and maintain a POP at the Premises, under the terms and conditions set forth herein; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for the Premises, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit "1".
(To Ordinance)

Lease With Steans Family Foundation.

THIS LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2024 (the "**Commencement Date**"), by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and **STEANS FAMILY FOUNDATION**, an Illinois not-for-profit corporation ("**Tenant**"), having offices located at 50 E. Washington Street, Suite 410, Chicago, Illinois 60602. City and Tenant each a "**Party**," and, together, the "**Parties**."

RECITALS

WHEREAS, the City is the owner of the real property located at 3907, 3921, 3939 and 3941 W. Roosevelt Road, Chicago, Illinois 60624 (PINs 16-23-101-007-0000, 16-23-101-003-0000, 16-23-100-007-0000 and 16-23-100-008-0000), which is legally described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Tenant desires to lease the Premises from the City for the purpose of maintaining the existing public outdoor plaza ("POP") that Tenant previously constructed on the Premises and which is depicted in the renderings in **Exhibit B** attached hereto; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises to allow for Tenant's use and maintenance of the POP, as further described in **Exhibit C** attached hereto (the "**Permitted Use**"), upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this Lease and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. LEASE OF PREMISES. The City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City.

SECTION 3. TERM.

3.1 **Term.** The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on the earlier of (a) the date on which Tenant no longer uses the Premises for the Permitted Use or (b) the date that is thirty-six (36) months after the Commencement Date (i.e., _____, 202_), unless sooner terminated as set forth in this Lease. Not later than six (6) months prior to the expiration of the Term, and the Term as extended, if applicable, Tenant may request in writing an extension of the Term not to exceed one (1) year, which extension the

City may grant in its sole discretion. The initial Term may not be extended for more than two (2) years.

3.2 Early Termination. The City may terminate this Lease for any reason without penalty by providing Tenant with prior written notice of at least ninety (90) days at any time after the Commencement Date.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 Rent. The consideration for this Lease is: (a) base rent in the amount of One Dollar (\$1.00) for the Term; (b) Tenant's promise to remediate the Premises in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "Rent" as used herein means the base rent of \$1.00 plus all other payments due under this Lease of any kind or nature.

4.2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. The City shall have no responsibility for providing or paying for any utilities supplied to the Premises, and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. Tenant shall pay such amounts and Tenant shall provide City with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

4.4 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, Tenant shall pay any and all costs and expenses of any kind relating to the Premises or arising from Tenant's use or operation of the Premises.

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Obligations. Tenant shall, at its own cost and expense, comply with the Environmental Conditions for Leases at Sites with Identified Contamination attached hereto as Exhibit D.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

6.2 Nonprofit Status. Tenant shall retain its nonprofit status during the Term.

6.3 Compliance with Laws. Tenant shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included. As used in this Lease, the term "Laws" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code of Chicago (the "Municipal Code"), and any applicable judicial

or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 Non-Discrimination. Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

6.5 Permits and Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.6 Prohibited Uses Generally. Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 No Religious or Political Use. Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of illegal drugs of any kind on the Premises. Without the prior written approval of the Commissioner of the Department (the "Commissioner"), which written approval shall be event specific, and Tenant's or its vendor's having a Special Use City Liquor License issued by the City's Department of Cultural Affairs and Special Events through a Special Event Permit, neither Tenant nor any of its vendors shall distribute alcohol on the Premises.

6.9 Competing Parking Facility. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 No Tailgating. Tenant shall not permit tailgating on the Premises. For purposes of this Section 6.10, "tailgating" means "a social gathering in which food and/or drinks are served at or near the back end of a parked vehicle, other than a mobile food vendor vehicle (as described in Section 7-38-075 et seq. of the Municipal Code), before or after a public event."

6.11 Hazardous Materials. Tenant shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with other supplies ordinarily used in the operation of Tenant's programs, so long as Tenant's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous

Materials used, stored, or released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

As used in this Lease, the following terms shall have the following meanings:

(a) "**Claims**" means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

(b) "**Environmental Laws**" means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and natural resources, now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(c) "**Hazardous Materials**" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

6.12 **Compliance with City Agreements.** If the City and Tenant enter into any agreements in the future funding of Tenant's operations, or if any such agreements currently exist, Tenant's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.13 **Compliance with City Requirements.** Tenant covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in **Exhibit E** hereto.

6.14 **Economic Disclosure Statement Updates.** Upon the City's request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY'S RIGHT TO INSPECT.

7.1 Tenant's Duty to Maintain Premises. Tenant shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises in a state of good order, condition and repair and in compliance with all applicable Laws during the Term. Without limiting the generality of the foregoing, Tenant shall, at its sole expense:

- (a) make all repairs necessitated by vandalism or misuse of the Premises, equipment therein and appurtenances thereto;
- (b) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;
- (c) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;
- (d) at all times exercise due diligence in protecting the Premises against damage or destruction;
- (e) provide all security for the Premises;
- (f) provide and pay for all custodial service, scavenger service, and grounds maintenance for the Premises;
- (g) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises; and
- (h) perform preventive maintenance as is customarily performed by prudent property owners.

7.2 Right of Access. Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises at any time and for any purpose.

SECTION 8. ALTERATIONS. Tenant shall not make any alterations, additions and/or improvements ("**Alterations**"), including any fencing or land grading, in or to the Premises without the prior written consent of the Commissioner, which consent may be granted or withheld in the Commissioner's sole discretion. Prior to commencement of construction of any Alterations, Tenant shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in **Exhibit F** attached hereto. All Alterations shall (a) be completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees,

agents or contractors. Upon completion of any Alterations, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and, if applicable, CAD files. All Alterations, except Tenant's furniture, moveable trade fixtures, equipment and other personal property (collectively, "**Personal Property**"), shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing.

SECTION 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 **Assignment and Sublease.** Tenant may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 **Tenant's Covenant against Liens and other Encumbrances.** Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit F** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 **Full Liability.** Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 **Indemnification.** Tenant agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising out of or incidental to Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors,

licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City of any Claims which the City believes to be covered hereunder, Tenant shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. DAMAGE OR DESTRUCTION.

12.1 If the Premises are rendered substantially untenantable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or Tenant may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenantable" includes any material adverse effect on the Premises and Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Tenant, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the reasonable control of Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant's Personal Property.

SECTION 13. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term shall cease and terminate as of the date when the condemning authority takes possession of the Premises, and the City shall be entitled to receive the entire award, except Tenant shall receive the portion of the award payable with respect to Tenant's Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

(a) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the Permitted Use, failure to comply with the provisions of Exhibit E (City Requirements), or failure to maintain its nonprofit corporate status;

(b) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Tenant; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have fourteen (14) business days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided Tenant promptly commences such cure and thereafter continuously and diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 above, the City, in addition to any other rights and remedies available

to it at law or in equity, shall have the right, without any further notice to Tenant, to terminate this Lease. Upon termination of this Lease, Tenant shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the requirements of this Lease with regard to termination, and Tenant hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against Tenant or any assignee, sublessee or other transferee.

14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing. The acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted, and shall remove all Personal Property and dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). If Tenant does not remove its Personal Property from the Premises as aforesaid, the City may, at its option, remove the same and deliver such property to any other place of business of Tenant or warehouse the same and restore the Premises pursuant to the requirements of this Lease, or the City may treat such Personal Property as being conveyed to the City with this Lease as through a bill of sale, without further payment or credit by the City to Tenant, or the City may sell, destroy, or otherwise dispose of such Personal Property without notice to Tenant or to any other person and without obligation to account for such property. Tenant agrees to pay for any removal, delivery, warehousing or disposal costs the City may incur, including without limitation, the cost of repairing any damage to the Premises, on demand, with interest accruing from the date of such City payment at the rate

of 12% per annum. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

16.2 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier with electronic tracking; or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Planning and 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, Room 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to Tenant: Steans Family Foundation
50 E. Washington Street, Suite 410
Chicago, Illinois 60602
Attn: Executive Director

With a copy to: _____

Chicago, IL 606__
Attn: _____

Any notice, request, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, request, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, request, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, requests, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 17.1 shall constitute delivery.

17.2 Amendments. From time to time, the Parties may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or the City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and Tenant, respectively, and that by their execution of this Lease, it became the binding obligation of the City and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the Parties and the respective successors and permitted assigns of the Parties.

17.5 Captions and Section Numbers. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

17.6 Confirmation of Dates. Promptly after the occurrence of any date relevant to the Parties' rights or obligations under this Lease, the Parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the Parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

17.7 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

- (a) The term "including" or "include" means "including, but not limited to."
- (b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require.

(c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.

(d) Unless otherwise indicated, references to a section, schedule, or exhibit means a section, schedule, or exhibit of this Lease.

17.8 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any Party shall be considered to have the same binding effect as an original signature.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

17.10 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the Parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

17.11 Force Majeure. Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, such Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

17.12 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

17.13 Jurisdiction, Venue and Forum. Each Party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each Party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each Party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither Party waives any right to seek a jury trial, if such right is available.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 Limitation to Capacity as the Landlord. The Parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The

term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or Claims against the City in its capacity as the landlord hereunder, it being acknowledged that Tenant's remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning Claims against the City as a governmental authority.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the Parties or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either Party any power, right or authority to bind or otherwise contractually obligate the other Party.

17.19 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

17.20 Recording. Either Party may record this Lease or any amendment hereto in the Office of the Clerk of Cook County, Illinois, Recordings Division.

17.21 Rule of Construction Inapplicable. The Parties acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the Parties. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party shall not be employed in the interpretation of this Lease to favor either Party against the other.

17.22 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.23 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

17.24 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the Parties, any rights or remedies hereunder.

17.25 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF PLANNING AND DEVELOPMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Senior Counsel

TENANT:

STEANS FAMILY FOUNDATION,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

[(Sub)Exhibit "B" referred to in this Lease with Steans Family Foundation printed on pages 18686 through 18688 of this *Journal*.]

(Sub)Exhibits "A", "C", "D", "E" and "F" referred to in this Lease with Steans Family Foundation read as follows:

(Sub)Exhibit "A".
(To Lease With Steans Family Foundation)

Legal Description Of Premises.

(Subject To Final Title Commitment And Survey)

Legal Descriptions:

Lot 8 and the west 16 feet of Lot 9 in Block 2 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

And

Lot 3 in Block 2 in Frank Well's and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

And

Lot 9 and the west 16 feet of Lot 10 in Block 1 in Frank Wells & Company's Boulevard Subdivision of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

And

Lot 8 in Block 1 in Frank Wells & Company's Boulevard Subdivision of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses:

3907, 3921, 3939 and 3941 West Roosevelt Road
Chicago, Illinois 60624.

Permanent Index Numbers:

16-23-101-007-0000;

16-23-101-003-0000;

16-23-100-007-0000; and

16-23-100-008-0000.

(Sub)Exhibit "C".
(To Lease With Steans Family Foundation)

Permitted Use.

Permitted Uses must comply with the zoning of the Premises and may include special events, cultural programming, seasonal activities and community markets, subject to City permitting requirements. Tenant must provide security for events and notify the Commander of the Police District at least a week in advance of the event.

Prohibited Uses: The Premises may not be used for tattoo parlors, massage parlors, hookah bars, tobacco shops, pawn shops, currency exchanges or liquor stores, or any other use not specifically authorized by this Agreement.

Advertisements:

- City approval is required for third-party sponsorships.
- Signage and advertising wraps must comply with all City ordinances and regulations.
- Signage and wraps must be kept in mint and repair-free conditions. All required repairs and graffiti removal must be performed within five (5) business days from the damage date.

(Sub)Exhibit "D"
(To Lease With Steans Family Foundation)

Environmental Conditions For Leases At Sites With Identified Contamination.

For purposes of this Exhibit D:

"AIS" means the City's Department of Fleet and Facility Management.

"Licensee" means the "Tenant."

"Property" means the "Premises."

Notice of Contamination

Contamination has been identified at the Property above Illinois Environmental Protection Agency (IEPA) Soil Remediation Objectives (SROs). In addition, urban fill is typically present throughout the entire City of Chicago and therefore may be present at the Property. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and heavy metals and may include building demolition debris contaminated with lead and/or asbestos. Therefore, an engineered barrier is required over the contaminated soil. The engineered barrier must be compliant with IEPA regulations including those outlined in 35 Ill. Adm. Code Part 742.1105 (IEPA Tiered Approach to Corrective Action Objectives). Examples of IEPA-compliant engineered barriers include asphalt or concrete; or three feet of "clean fill" (see Section 3 below). Additionally, IEPA has approved a barrier consisting of 18 inches of "clean fill" underlain by a geotextile fabric for exceedances of the Ingestion SROs. The clean fill must be soil or certified virgin crushed stone; materials such as woodchips or mulch are not permitted. AIS must review and approve the engineered barrier plan prior to construction. AIS will also require submission of a maintenance plan outlining frequency of barrier inspection to ascertain its condition and steps to perform repairs (if required). Following construction, an as-built drawing identifying materials, extents, and final thickness of said materials in the engineered barrier must be submitted to AIS.

In addition, a Health and Safety Plan must be prepared by the contractor to address the construction worker exceedances.

Clean Fill Use Conditions

1. **Initial Submittals.** Prior to execution of the Lease, the Licensee must provide a proposed layout identifying growing and non-growing areas, a description of activities to occur during the Lease term, and a list of equipment and materials anticipated to be brought on or stored at the Property over the duration of the Lease. Additional submittals may be required per requirements below.
2. **Allowable Clean Fill Material.** Allowable clean fill materials that can be imported on to the Property include stone, sand, and soil. Mulch, wood chips and compost may not be used as clean fill. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
3. **Importing Clean Fill Material.** Clean fill materials are subject to the following requirements:
 - a. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
 - b. Bagged clean fill material must be purchased from a landscape supply store and does not require testing.
 - c. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.
 - d. All bulk (loose) clean fill material requires notification, documentation, and approval of the source by AIS prior to being brought on the Property.
 - i. Certified virgin stone or sand do not require testing, but do require certification from the supplier before they are brought onto the site.

- ii. Soil, non-virgin sand, non-virgin stone of 100 cubic yards or more must undergo testing to document IEPA's most stringent soil remediation objectives (SROs) for residential land use are met. Testing requirements are provided in Section 4.
4. **Imported Clean Fill Material Testing.** Material subject to analytical testing must meet the following requirements.
 - a. One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List. Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs. The results with the comparison to the Tier 1 SROs must be provided in a tabular format for AIS review.
 - b. Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.
 - c. The laboratory must be accredited by the Illinois Environmental Protection Agency's Environmental Laboratory Accreditation Program (IL ELAP).
5. **Ground Disturbing Activities.** Ground disturbing activities are not allowed once the engineered barrier is in place. Prior to barrier placement, ground disturbance deeper than 3 ft is not allowed without prior AIS approval. If soil must be removed from the site, it must be disposed of at a properly permitted landfill with prior approval from AIS.
6. **Growing Areas (consumables).** Growing may not occur in the existing Property soil and must occur in raised beds or containers constructed by the Leasee and approved by AIS. A layer of landscape fabric must be placed under all growing areas to separate the existing surface from the imported bed material or container. All materials used in the growing areas must follow the requirements of Sections 2, 3 and 4 above. In addition, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, bio-solids etc.) can be used and do not need to be tested.
7. **Equipment.** Any fuel-powered equipment to be used or stored on the Property must be approved prior to being brought on the Property. Dispensing of fuel from containers larger than three gallons and onsite repairs of fuel-powered equipment are prohibited.
8. **Herbicides/pesticides.** Storage or use of herbicides and pesticides at the Property are prohibited.

General Environmental Conditions Applicable to all Leases

- ✓ **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.
- ✓ **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or

approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

- ✓ **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition, or better, existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions. "Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- ✓ **Hazardous Substances or Other Regulated Materials.** Licensee shall not use or store any Hazardous Substances or Other Regulated Material (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

(Sub) Exhibit "E".
(To Lease With Steans Family Foundation)

City Requirements.

1. Conflict Of Interest And Governmental Ethics.

(a) Conflict Of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty To Comply With Governmental Ethics Ordinance. The City and Tenant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics," including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships.

Tenant acknowledges: (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code; (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship; and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the

U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition On Certain Contributions-Mayoral Executive Order Number 2011-4.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee: (a) after execution of this Lease by Tenant; (b) while this Lease or any Other Contract (as hereinafter defined) is executory; (c) during the term of this Lease or any Other Contract; or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the later of: (a) May 16, 2011; or (b) the date the City approached Tenant, or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

i. they are each other's sole domestic partner, responsible for each other's common welfare; and

ii. neither party is married; and

iii. the partners are not related by blood closer than would bar marriage in the State of Illinois; and

iv. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

v. two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease and may further affect Tenant's eligibility for future contract awards.

6. Failure To Maintain Eligibility To Do Business With The City.

Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation With Office Of Inspector General.

It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors,

agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Tenant will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

(Sub)Exhibit "F".
(To Lease With Steans Family Foundation)

Insurance Requirements.

Tenant must provide and maintain at Tenant's own expense, during the term of the Lease and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Lease.

(A) Insurance Required From Tenant.

1) Workers' Compensation And Employer's Liability (Primary And Umbrella).

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employer's Liability coverage with limits of not less than \$1,000,000 for each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability.

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by subtenants, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to Tenant or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability.

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Tenant. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, noncontributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella Or Excess.

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Sexual Abuse Or Molestation (SAM) Liability (When Applicable).

Where the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation for all employees for the actual or threatened abuse or molestation of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than \$1,000,000 per occurrence or claim with a \$2,000,000 aggregate limit.

The City and other entities as required by the City must be provided additional insured status on the CGL and SAM policies with respect to liability arising out of Tenant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenants may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Insurance coverages that begin with "when", "if", or "where", are considered conditional, and it is Tenant's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is Tenant's continuing responsibility to update the insurance coverage as needed. If at any time, Tenant or City determines that a conditional coverage is applicable, Tenant shall not perform the work, service, or operation in connection with the Lease until evidence of all applicable insurance coverage is provided to the City.

6) Professional Liability (When Applicable).

When any professional consultants perform work, services, or operations in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and

pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Liquor Liability (When Applicable).

When applicable, Tenant must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease.

8) Builder's Risk (When Applicable).

When Tenant or its contractor(s) undertakes any construction, including improvements, betterments, and/or repairs to real property, Tenant or its contractor(s), as applicable, must provide All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

9) Pollution Liability Insurance And/Or Asbestos/Lead Abatement.

When any remediation work or service performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Tenant, its contractor or any subcontractor, then Tenant, its contractor or any subcontractor must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$10,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain a lead-based paint or asbestos exclusion.

The City must be provided with an additional insured status with respect to liability arising out of Tenant's or its contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's or its contractor's acts or omissions, whether such liability is attributable to the Tenant or its contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Tenant and its contractor(s) and any subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation, Title 40 of the Code of Federal Regulations, Protection of the Environment, and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's and its contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

10) Property.

Tenant is responsible for all loss or damage to City property at full replacement cost as a result of the Lease.

Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Tenant.

(B) Additional Requirements.

Evidence Of Insurance. Tenant must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsements, or other evidence of insurance, to be in force on the date of this Lease, and renewal COIs and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant must submit evidence of insurance prior to execution of Lease. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Lease. The failure of the City to obtain, or the

City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Lease provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Lease. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance. Failure of Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Lease. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to suspend this Lease until proper evidence of insurance is provided, or the Lease may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver Of Subrogation. Tenant hereby waives its rights and its insurer(s)' rights of subrogation, and agrees to require its insurers to waive their rights of subrogation, against the City under all required insurance herein for any loss arising from or relating to this Lease. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation As To Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

No Contribution By The City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Lease.

Insurance Not Limited By Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

Insurance And Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture Or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance Obtained By Tenant. If Tenant desires additional coverages, Tenant will be responsible for the acquisition and cost.

Insurance Required Of Subtenants. Tenant shall name the subtenant(s) as a named insured(s) under Tenant's insurance or Tenant will require each subtenant(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required of Tenant. The limits of coverage will be determined by Tenant. Tenant shall determine if subtenant(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required of Tenant. Tenant is responsible for ensuring that each subtenant has named the City as an additional insured where required and named the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Tenant is also responsible for ensuring that each subtenant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subtenant(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right To Modify. Notwithstanding any provisions in the Lease to the contrary, the City, Department of Finance, Risk Management Division, maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "B".
(To Lease With Steans Family Foundation)

Depiction Of POP.
(Page 1 of 3)

EXHIBIT B

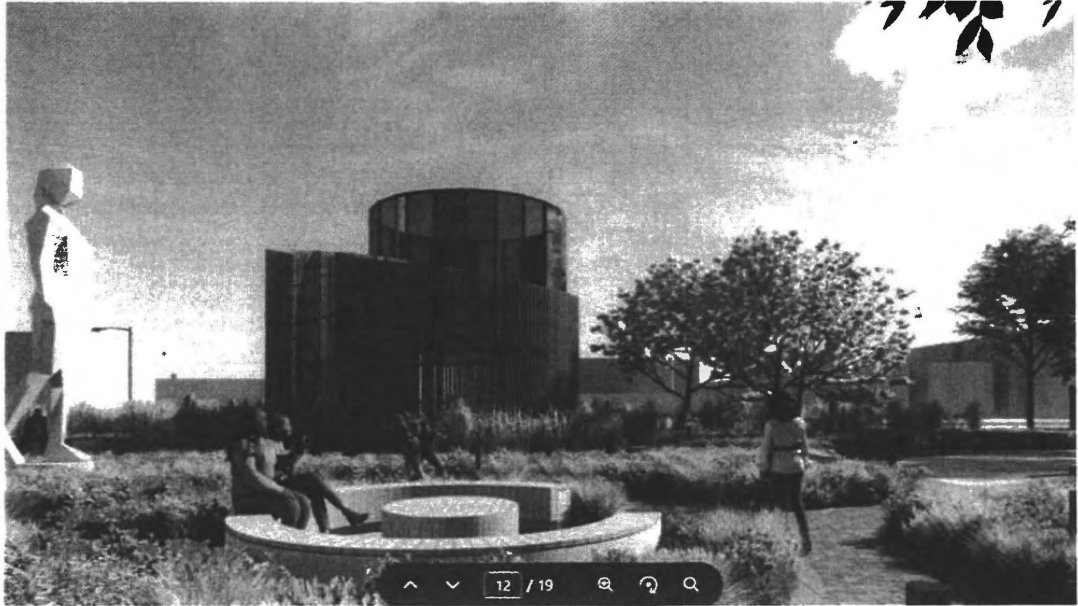
RENDERINGS OF POP

Site Plan



Depiction Of POP.
(Page 2 of 3)

Seating Circle



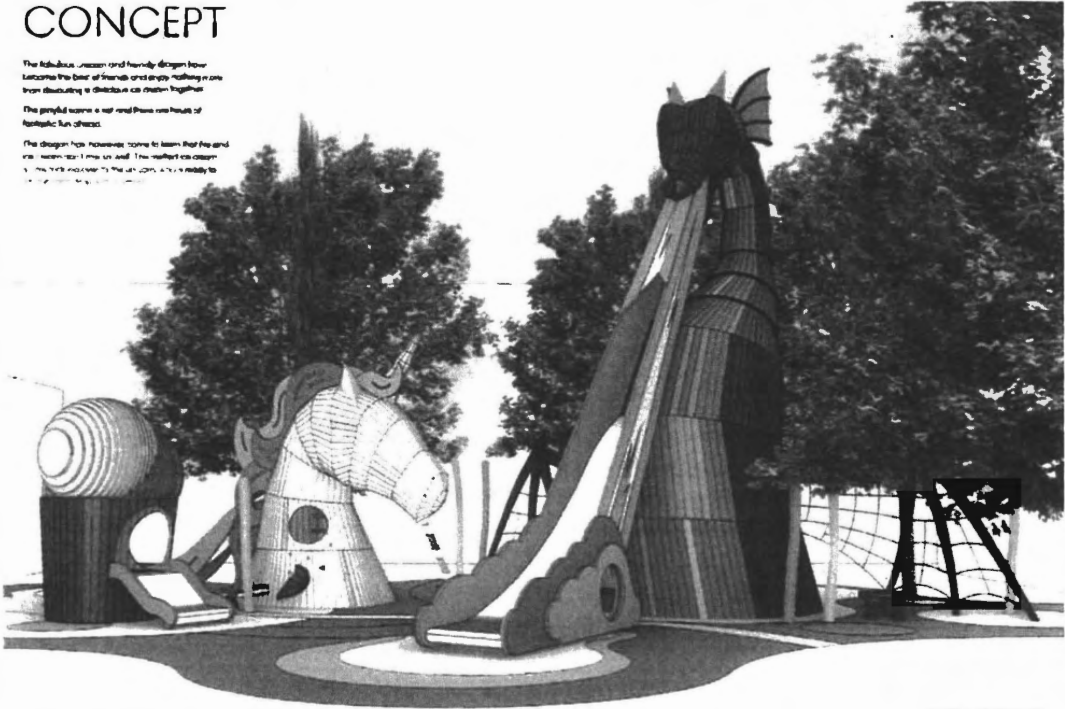
Depiction Of POP.
(Page 3 of 3)

CONCEPT

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MONSTRUM

LEASE AGREEMENT WITH TEAMWORK ENGLEWOOD FOR USE OF
CITY-OWNED PROPERTY AT 1534 W. 63RD ST. AS PUBLIC OUTDOOR PLAZA.
[O2024-00012545]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 1, 2024 and to which was referred an ordinance from the Department of Planning and Development regarding a lease agreement with Teamwork Englewood for use of City-owned property at 1534 West 63rd Street for maintenance as public outdoor plaza (16th Ward) (O2024-0012545), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 real property located at 1534 West 63rd Street, Chicago, Illinois (the "Premises"); and

WHEREAS, The Department of Planning and Development (the "Department") has developed the Public Outdoor Plaza Program (the "Program") to help community-based organizations revitalize underutilized land along neighborhood retail corridors; and

WHEREAS, The Department issued a request for proposals ("RFP") in March 2022 for the purpose of identifying community-based organizations to participate in the Program; and

WHEREAS, Teamwork Englewood, an Illinois not-for-profit corporation ("Tenant"), responded to the RFP and the Department selected it to design, construct, program and maintain a public outdoor plaza ("POP") at 1534 West 63rd Street, Chicago, Illinois ("Premises"); and

WHEREAS, The City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises, so Tenant can design, construct, program and maintain a POP at the Premises, under the terms and conditions set forth herein; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for the Premises, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Lease With Teamwork Englewood.

THIS LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2024 (the "**Commencement Date**"), by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and **Teamwork Englewood**, an Illinois not-for-profit corporation ("**Tenant**"), having offices located at 815 W. 63rd Street, Suite 2, Chicago, Illinois 60621. City and Tenant each a "**Party**," and, together, the "**Parties**."

RECITALS

WHEREAS, the City is the owner of the real property located at 1534 W. 63rd Street, Chicago, Illinois 60636 (PIN 20-17-325-038-0000), which is legally described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Tenant desires to lease the Premises from the City for the purpose of maintaining the existing public outdoor plaza ("POP") that Tenant previously constructed on the Premises and which is depicted in the renderings in **Exhibit B** attached hereto; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises to allow for Tenant's use and maintenance of the POP, as further described in **Exhibit C** attached hereto (the "**Permitted Use**"), upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this Lease and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. LEASE OF PREMISES. The City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City.

SECTION 3. TERM.

3.1 **Term.** The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on the earlier of (a) the date on which Tenant no longer uses the Premises for the Permitted Use or (b) the date that is thirty-six (36) months after the Commencement Date (i.e., _____, 202_), unless sooner terminated as set forth in this Lease. Not later than six (6) months prior to the expiration of the Term, and the Term as extended, if applicable, Tenant may request in writing an extension of the Term not to exceed one (1) year, which extension the City may grant in its sole discretion. The initial Term may not be extended for more than two (2) years.

3.2 Early Termination. The City may terminate this Lease for any reason without penalty by providing Tenant with prior written notice of at least ninety (90) days at any time after the Commencement Date.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 Rent. The consideration for this Lease is: (a) base rent in the amount of One Dollar (\$1.00) for the Term; (b) Tenant's promise to remediate the Premises in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "**Rent**" as used herein means the base rent of \$1.00 plus all other payments due under this Lease of any kind or nature.

4.2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. The City shall have no responsibility for providing or paying for any utilities supplied to the Premises, and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. Tenant shall pay such amounts and Tenant shall provide City with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

4.4 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, Tenant shall pay any and all costs and expenses of any kind relating to the Premises or arising from Tenant's use or operation of the Premises.

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Obligations. Tenant shall, at its own cost and expense, comply with the Environmental Conditions for Leases at Sites with Identified Contamination attached hereto as Exhibit D.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

6.2 Nonprofit Status. Tenant shall retain its nonprofit status during the Term.

6.3 Compliance with Laws. Tenant shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included. As used in this Lease, the term "Laws" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code of Chicago (the "Municipal Code"), and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 Non-Discrimination. Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

6.5 Permits and Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.6 Prohibited Uses Generally. Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 No Religious or Political Use. Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of illegal drugs of any kind on the Premises. Without the prior written approval of the Commissioner of the Department (the "Commissioner"), which written approval shall be event specific, and Tenant's or its vendor's having a Special Use City Liquor License issued by the City's Department of Cultural Affairs and Special Events through a Special Event Permit, neither Tenant nor any of its vendors shall distribute alcohol on the Premises.

6.9 Competing Parking Facility. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 No Tailgating. Tenant shall not permit tailgating on the Premises. For purposes of this Section 6.10, "tailgating" means "a social gathering in which food and/or drinks are served at or near the back end of a parked vehicle, other than a mobile food vendor vehicle (as described in Section 7-38-075 et seq. of the Municipal Code), before or after a public event."

6.11 Hazardous Materials. Tenant shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with other supplies ordinarily used in the operation of Tenant's programs, so long as Tenant's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous Materials used, stored, or released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

As used in this Lease, the following terms shall have the following meanings:

(a) **"Claims"** means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

(b) **"Environmental Laws"** means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and natural resources, now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(c) **"Hazardous Materials"** means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

6.12 **Compliance with City Agreements.** If the City and Tenant enter into any agreements in the future funding of Tenant's operations, or if any such agreements currently exist, Tenant's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.13 **Compliance with City Requirements.** Tenant covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in **Exhibit E** hereto.

6.14 **Economic Disclosure Statement Updates.** Upon the City's request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY'S RIGHT TO INSPECT.

7.1 Tenant's Duty to Maintain Premises. Tenant shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises in a state of good order, condition and repair and in compliance with all applicable Laws during the Term. Without limiting the generality of the foregoing, Tenant shall, at its sole expense:

- (a) make all repairs necessitated by vandalism or misuse of the Premises, equipment therein and appurtenances thereto;
- (b) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;
- (c) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;
- (d) at all times exercise due diligence in protecting the Premises against damage or destruction;
- (e) provide all security for the Premises;
- (f) provide and pay for all custodial service, scavenger service, and grounds maintenance for the Premises;
- (g) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises; and
- (h) perform preventive maintenance as is customarily performed by prudent property owners.

7.2 Right of Access. Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises at any time and for any purpose.

SECTION 8. ALTERATIONS. Tenant shall not make any alterations, additions and/or improvements ("Alterations"), including any fencing or land grading, in or to the Premises without the prior written consent of the Commissioner, which consent may be granted or withheld in the Commissioner's sole discretion. Prior to commencement of construction of any Alterations, Tenant shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in **Exhibit F** attached hereto. All Alterations shall (a) be completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees, agents or contractors. Upon completion of any Alterations, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and, if applicable, CAD files. All

Alterations, except Tenant's furniture, moveable trade fixtures, equipment and other personal property (collectively, "**Personal Property**"), shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing.

SECTION 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 **Assignment and Sublease.** Tenant may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 **Tenant's Covenant against Liens and other Encumbrances.** Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit F** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 **Full Liability.** Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 **Indemnification.** Tenant agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising out of or incidental to Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City

of any Claims which the City believes to be covered hereunder, Tenant shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. DAMAGE OR DESTRUCTION.

12.1 If the Premises are rendered substantially untenable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or Tenant may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenable" includes any material adverse effect on the Premises and Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Tenant, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the reasonable control of Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant's Personal Property.

SECTION 13. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term shall cease and terminate as of the date when the condemning authority takes possession of the Premises, and the City shall be entitled to receive the entire award, except Tenant shall receive the portion of the award payable with respect to Tenant's Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

(a) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the Permitted Use, failure to comply with the provisions of Exhibit E (City Requirements), or failure to maintain its nonprofit corporate status;

(b) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Tenant; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have fourteen (14) business days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided Tenant promptly commences such cure and thereafter continuously and diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 above, the City, in addition to any other rights and remedies available to it at law or in equity, shall have the right, without any further notice to Tenant, to terminate this Lease. Upon termination of this Lease, Tenant shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the

requirements of this Lease with regard to termination, and Tenant hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against Tenant or any assignee, sublessee or other transferee.

14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing. The acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted, and shall remove all Personal Property and dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). If Tenant does not remove its Personal Property from the Premises as aforesaid, the City may, at its option, remove the same and deliver such property to any other place of business of Tenant or warehouse the same and restore the Premises pursuant to the requirements of this Lease, or the City may treat such Personal Property as being conveyed to the City with this Lease as through a bill of sale, without further payment or credit by the City to Tenant, or the City may sell, destroy, or otherwise dispose of such Personal Property without notice to Tenant or to any other person and without obligation to account for such property. Tenant agrees to pay for any removal, delivery, warehousing or disposal costs the City may incur, including without limitation, the cost of repairing any damage to the Premises, on demand, with interest accruing from the date of such City payment at the rate of 12% per annum. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

16.2 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier with electronic tracking; or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and 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, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate and Land Use Division

If to Tenant: Teamwork Englewood
 815 W. 63rd Street, Suite 2
 Chicago, IL 60621
 Attn: Executive Director

With a copy to: _____

 Chicago, IL 606__
 Attn: _____

Any notice, request, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, request, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, request, demand or communication sent pursuant

to clause (c) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, requests, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 17.1 shall constitute delivery.

17.2 Amendments. From time to time, the Parties may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or the City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and Tenant, respectively, and that by their execution of this Lease, it became the binding obligation of the City and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the Parties and the respective successors and permitted assigns of the Parties.

17.5 Captions and Section Numbers. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

17.6 Confirmation of Dates. Promptly after the occurrence of any date relevant to the Parties' rights or obligations under this Lease, the Parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the Parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

17.7 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

- (a) The term "including" or "include" means "including, but not limited to."
- (b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require.
- (c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.

(d) Unless otherwise indicated, references to a section, schedule, or exhibit means a section, schedule, or exhibit of this Lease.

17.8 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any Party shall be considered to have the same binding effect as an original signature.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

17.10 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the Parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

17.11 Force Majeure. Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, such Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

17.12 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

17.13 Jurisdiction, Venue and Forum. Each Party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each Party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each Party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither Party waives any right to seek a jury trial, if such right is available.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 Limitation to Capacity as the Landlord. The Parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or Claims against the City in its capacity as the landlord hereunder, it being acknowledged that Tenant's

remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning Claims against the City as a governmental authority.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the Parties or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either Party any power, right or authority to bind or otherwise contractually obligate the other Party.

17.19 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

17.20 Recording. Either Party may record this Lease or any amendment hereto in the Office of the Clerk of Cook County, Illinois, Recordings Division.

17.21 Rule of Construction Inapplicable. The Parties acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the Parties. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party shall not be employed in the interpretation of this Lease to favor either Party against the other.

17.22 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.23 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

17.24 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the Parties, any rights or remedies hereunder.

17.25 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF PLANNING AND DEVELOPMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Senior Counsel

TENANT:

TEAMWORK ENGLEWOOD,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

[(Sub)Exhibit "B" referred to in this Lease with Teamwork Englewood printed on pages 18722 and 18723 of this *Journal*.]

(Sub)Exhibits "A", "C", "D", "E" and "F" referred to in this Lease with Teamwork Englewood read as follows:

(Sub)Exhibit "A".
(To Lease With Teamwork Englewood)

Legal Description Of The Premises.

(Subject To Final Title Commitment And Survey)

Legal Description:

Lots 19, 20 and 21 in Staple's Subdivision of the west half of the southwest quarter of the southwest quarter of the southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1534 West 63rd Street
Chicago, Illinois 60636.

Permanent Index Number:

20-17-325-038-0000.

(Sub)Exhibit "C".
(To Lease With Teamwork Englewood.)

Permitted Use.

Permitted Uses must comply with the zoning of the Premises and may include special events, cultural programming, seasonal activities and community markets, subject to City permitting requirements. Tenant must provide security for events and notify the Commander of the Police District at least a week in advance of the event.

Prohibited Uses: The Premises may not be used for tattoo parlors, massage parlors, hookah bars, tobacco shops, pawn shops, currency exchanges or liquor stores, or any other use not specifically authorized by this Agreement.

Advertisements:

- City approval is required for third-party sponsorships.
- Signage and advertising wraps must comply with all City ordinances and regulations.
- Signage and wraps must be kept in mint and repair-free conditions. All required repairs and graffiti removal must be performed within five (5) business days from the damage date.

(Sub)Exhibit "D".
(To Lease With Teamwork Englewood)

Environmental Conditions For Leases At Sites With Identified Contamination.

For purposes of this Exhibit D:

"AIS" means the City's Department of Fleet and Facility Management.

"Licensee" means the "Tenant."

"Property" means the "Premises."

Notice of Contamination

Contamination has been identified at the Property above Illinois Environmental Protection Agency (IEPA) Soil Remediation Objectives (SROs). In addition, urban fill is typically present throughout the entire City of Chicago and therefore may be present at the Property. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and heavy metals and may include building demolition debris contaminated with lead and/or asbestos. Therefore, an engineered barrier is required over the contaminated soil. The engineered barrier must be compliant with IEPA regulations including those outlined in 35 Ill. Adm. Code Part 742.1105 (IEPA Tiered Approach to Corrective Action Objectives). Examples of IEPA-compliant engineered barriers include asphalt or concrete; or three feet of "clean fill" (see Section 3 below). Additionally, IEPA has approved a barrier consisting of 18 inches of "clean fill" underlain by a geotextile fabric for exceedances of the ingestion SROs. The clean fill must be soil or certified virgin crushed stone; materials such as woodchips or mulch are not permitted. AIS must review and approve the engineered barrier plan prior to construction. AIS will also require submission of a maintenance plan outlining frequency of barrier inspection to ascertain its condition and steps to perform repairs (if required). Following construction, an as-built drawing identifying materials, extents, and final thickness of said materials in the engineered barrier must be submitted to AIS.

In addition, a Health and Safety Plan must be prepared by the contractor to address the construction worker exceedances.

Clean Fill Use Conditions

1. **Initial Submittals.** Prior to execution of the Lease, the Licensee must provide a proposed layout identifying growing and non-growing areas, a description of activities to occur during the Lease term, and a list of equipment and materials anticipated to be brought on or stored at the Property over the duration of the Lease. Additional submittals may be required per requirements below.
2. **Allowable Clean Fill Material.** Allowable clean fill materials that can be imported on to the Property include stone, sand, and soil. Mulch, wood chips and compost may not be used as clean fill. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
3. **Importing Clean Fill Material.** Clean fill materials are subject to the following requirements:
 - a. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
 - b. Bagged clean fill material must be purchased from a landscape supply store and does not require testing.
 - c. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.
 - d. All bulk (loose) clean fill material requires notification, documentation, and approval of the source by AIS prior to being brought on the Property.
 - i. Certified virgin stone or sand do not require testing, but do require certification from the supplier before they are brought onto the site.

- ii. Soil, non-virgin sand, non-virgin stone of 100 cubic yards or more must undergo testing to document IEPA's most stringent soil remediation objectives (SROs) for residential land use are met. Testing requirements are provided in Section 4.
4. **Imported Clean Fill Material Testing.** Material subject to analytical testing must meet the following requirements.
 - a. One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List. Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs. The results with the comparison to the Tier 1 SROs must be provided in a tabular format for AIS review.
 - b. Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.
 - c. The laboratory must be accredited by the Illinois Environmental Protection Agency's Environmental Laboratory Accreditation Program (IL ELAP).
5. **Ground Disturbing Activities.** Ground disturbing activities are not allowed once the engineered barrier is in place. Prior to barrier placement, ground disturbance deeper than 3 ft is not allowed without prior AIS approval. If soil must be removed from the site, it must be disposed of at a properly permitted landfill with prior approval from AIS.
6. **Growing Areas (consumables).** Growing may not occur in the existing Property soil and must occur in raised beds or containers constructed by the Lessee and approved by AIS. A layer of landscape fabric must be placed under all growing areas to separate the existing surface from the imported bed material or container. All materials used in the growing areas must follow the requirements of Sections 2, 3 and 4 above. In addition, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, bio-solids etc.) can be used and do not need to be tested.
7. **Equipment.** Any fuel-powered equipment to be used or stored on the Property must be approved prior to being brought on the Property. Dispensing of fuel from containers larger than three gallons and onsite repairs of fuel-powered equipment are prohibited.
8. **Herbicides/pesticides.** Storage or use of herbicides and pesticides at the Property are prohibited.

General Environmental Conditions Applicable to all Leases

- ✓ **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.
- ✓ **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or

approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

- ✓ **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition, or better, existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions. "Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- ✓ **Hazardous Substances or Other Regulated Materials.** Licensee shall not use or store any Hazardous Substances or Other Regulated Material (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

(Sub) Exhibit "E".
(To Lease With Teamwork Englewood)

City Requirements.

1. Conflict Of Interest And Governmental Ethics.

(a) Conflict Of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty To Comply With Governmental Ethics Ordinance. The City and Tenant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships.

Tenant acknowledges: (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code; (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship; and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the

U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition On Certain Contributions-Mayoral Executive Order Number 2011-4.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Subowners") and spouses and domestic partners of such Subowners (Tenant and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee: (a) after execution of this Lease by Tenant; (b) while this Lease or any Other Contract (as hereinafter defined) is executory; (c) during the term of this Lease or any Other Contract; or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order Number 2011-4.

Tenant represents and warrants that from the later of: (a) May 16, 2011; or (b) the date the City approached Tenant, or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Tenant is a party that is: (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

i. they are each other's sole domestic partner, responsible for each other's common welfare; and

ii. neither party is married; and

iii. the partners are not related by blood closer than would bar marriage in the State of Illinois; and

iv. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

v. two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code, Tenant warrants and represents that it, and to the best of its knowledge, its Contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Lease and may further affect Tenant's eligibility for future contract awards.

6. Failure To Maintain Eligibility To Do Business With The City.

Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation With Office Of Inspector General.

It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors,

agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Tenant will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

(Sub)Exhibit "F".
(To Lease With Teamwork Englewood)

Insurance Requirements.

Tenant must provide and maintain at Tenant's own expense, during the term of the Lease and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Lease.

(A) Insurance Required From Tenant.

1) Workers' Compensation And Employer's Liability (Primary And Umbrella).

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employer's Liability coverage with limits of not less than \$1,000,000 for each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability.

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by subtenants, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to Tenant or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability.

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Tenant. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, noncontributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella Or Excess.

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein

and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The excess/umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Sexual Abuse Or Molestation (SAM) Liability (When Applicable).

Where the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation for all employees for the actual or threatened abuse or molestation of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than \$1,000,000 per occurrence or claim with a \$2,000,000 aggregate limit.

The City and other entities as required by the City must be provided additional insured status on the CGL and SAM policies with respect to liability arising out of Tenant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenants may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Insurance coverages that begin with "when", "if", or "where", are considered conditional, and it is Tenant's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is Tenant's continuing responsibility to update the insurance coverage as needed. If at any time, Tenant or City determines that a conditional coverage is applicable, Tenant shall not perform the work, service, or operation in connection with the Lease until evidence of all applicable insurance coverage is provided to the City.

6) Professional Liability (When Applicable).

When any professional consultants perform work, services, or operations in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Liquor Liability (When Applicable).

When applicable, Tenant must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease.

8) Builder's Risk (When Applicable).

When Tenant or its contractor(s) undertakes any construction, including improvements, betterments, and/or repairs to real property, Tenant or its contractor(s), as applicable, must provide All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

9) Pollution Liability Insurance And/Or Asbestos/Lead Abatement.

When any remediation work or service performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Tenant, its Contractor or any subcontractor, then Tenant, its Contractor or any subcontractor must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$10,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited

to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain a lead-based paint or asbestos exclusion.

The City must be provided with an additional insured status with respect to liability arising out of Tenant's or its Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's or its Contractor's acts or omissions, whether such liability is attributable to the Tenant or its Contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, noncontributory basis. The Tenant and its Contractor(s) and any subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation, Title 40 of the Code of Federal Regulations, Protection of the Environment, and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's and its Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

10) Property.

Tenant is responsible for all loss or damage to City property at full replacement cost as a result of the Lease.

Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Tenant.

(B) Additional Requirements.

Evidence Of Insurance. Tenant must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsements, or other evidence of insurance, to be in force on the date of this Lease, and renewal COIs and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term.

Tenant must submit evidence of insurance prior to execution of Lease. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Lease. The failure of the City to obtain, or the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Lease provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Lease. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance. Failure of Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Lease. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to suspend this Lease until proper evidence of insurance is provided, or the Lease may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles And Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver Of Subrogation. Tenant hereby waives its rights and its insurer(s)' rights of subrogation, and agrees to require its insurers to waive their rights of subrogation, against the City under all required insurance herein for any loss arising from or relating to this Lease. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation As To Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

No Contribution By The City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Lease.

Insurance Not Limited By Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

Insurance And Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture Or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance Obtained By Tenant. If Tenant desires additional coverages, Tenant will be responsible for the acquisition and cost.

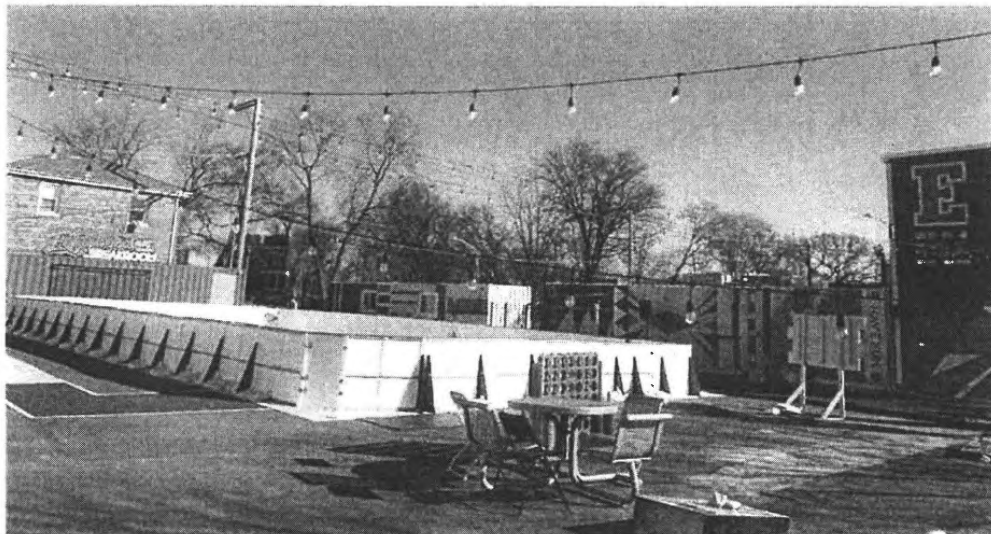
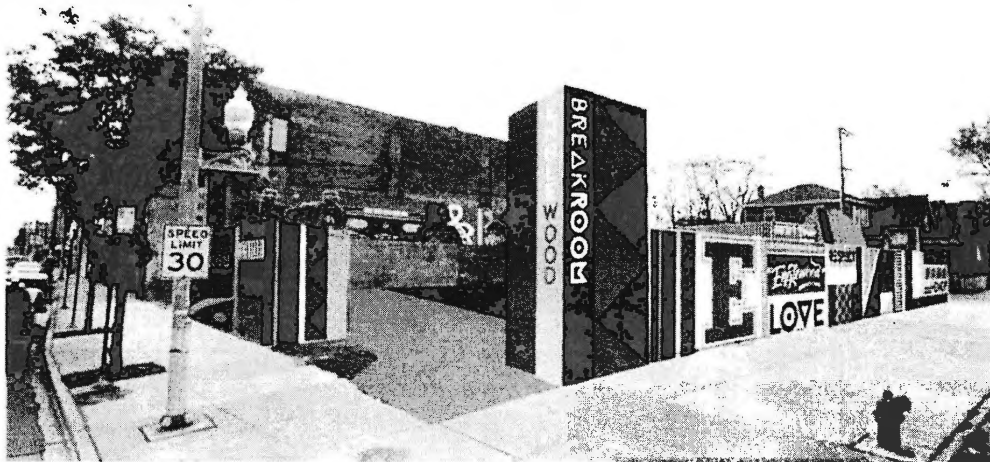
Insurance Required Of Subtenants. Tenant shall name the subtenant(s) as a named insured(s) under Tenant's insurance or Tenant will require each subtenant(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required of Tenant. The limits of coverage will be determined by Tenant. Tenant shall determine if subtenant(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required of Tenant. Tenant is responsible for ensuring that each subtenant has named the City as an additional insured where required and named the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Tenant is also responsible for ensuring that each subtenant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subtenant(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right To Modify. Notwithstanding any provisions in the Lease to the contrary, the City, Department of Finance, Risk Management Division, maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "B".
(To Lease With Teamwork Englewood)

Depictions Of POP.
(Page 1 of 2)

CONCEPT 3
mock-up



(Page 2 of 2)



COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 10.280 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. EWING AVE.

[O2024-0012424]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 September 18, 2024) to amend the Municipal Code of Chicago by adding new subsection 4-60-023 (10.280) to disallow the issuance of additional package goods licenses on a portion of South Ewing 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 October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.280), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 1, 2023 at page 908, with the following underscored text:

(10.280) On Ewing Avenue, from 106th Street to 108th Street.

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 39.63 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. PULASKI RD.

[O2024-0012212]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 Samantha Nugent (which was referred on September 18, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (39.63) to allow the issuance of additional package goods licenses on a portion of North Pulaski Road, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(39.63) On North Pulaski Road, from West Foster Avenue to 5400 north.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING
NEW SUBSECTION 42.605 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTIONS OF N. STATE ST. AND W. HURON ST.

[O2024-0012419]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 September 18, 2024) to amend the Municipal Code of Chicago by adding new subsection 4-60-023 (42.605) to disallow the issuance of additional package goods licenses on portions of North State Street and West Huron 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 October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, and inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.605) ~~Reserved~~. On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (16.152) AND 4-60-023 (16.155 AND 16.156) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF S. HALSTED ST.

[O2024-0011200]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Stephanie Coleman (which was referred on September 18, 2024) to amend the Municipal Code of Chicago by adding new

subsections 4-60-022 (16.152) and 4-60-023 (16.155 and 16.156) to disallow the issuance of additional alcoholic liquor licenses and package goods licenses on portions of South Halsted 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 October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 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 inserting the underscored language 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.)

(16.152) On Halsted Street, from 53rd Street to Garfield Boulevard.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following area:

(Omitted text is unaffected by this ordinance.)

(16.155) On Halsted Street, from 53rd Street to Garfield Boulevard.

(16.156) On Halsted Street, from 59th Street to 61st Street.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-160-100 OF MUNICIPAL CODE BY EXTENDING
REPEAL DATE OF WRIGLEY PLAZA ORDINANCE TO FEBRUARY 1, 2028.

[O2024-0012384]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 Bennet R. Lawson (which was referred on September 18, 2024) to amend Section 4-160-100 of the Municipal Code of Chicago extending the repeal date of the Wrigley Plaza ordinance to February 1, 2028, 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 October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 4-160-100 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-160-100 Scope.

Subject to compliance with the Code, Wrigley Plaza is hereby established. This Article II provides requirements and restrictions that are specifically applicable to Wrigley Plaza in addition to those in Article I. This Article II shall be repealed of its own accord, without further action of the City Council, on ~~November 30, 2024~~ February 1, 2028. Any licenses, permits, or other authorizations granted in conjunction with Wrigley Plaza shall be rendered void simultaneously with this repeal.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF SECTION 9-48-045 OF MUNICIPAL CODE RESTRICTING OPERATION OF PEDICABS IN AREA BOUNDED BY W. ROOSEVELT RD., S. INDIANA AVE., E. 21ST ST. AND S. COLUMBUS DR.

[O2024-0011203]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 Pat Dowell (which was referred on September 18, 2024) to amend Title 9 of the Municipal Code of Chicago regarding restrictions on operation of pedicabs, 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 October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 9-48-045 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underlined, as follows:

9-48-045 Restrictions On Operation Of Pedicabs.

(Omitted text is unaffected by this ordinance.)

(d) No pedicab shall be operated on public ways under the jurisdiction of the City in the area bounded on the north by Roosevelt Road, on the west by Indiana Avenue, on the south by 21st Street ~~18th Street~~ (extended east to Jean Baptiste Point Du Sable Lake Shore Drive), and on the east by Columbus Drive and Jean Baptiste Point Du Sable Lake Shore Drive.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

DESIGNATION OF PRECINCTS OF 23RD WARD AS RESTRICTED CANNABIS ZONES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration two substitute ordinances introduced by Alderperson Silvana Tabares (which were referred on September 18, 2024), designating precincts of the 23rd Ward as restricted cannabis zones, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinances which are transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on October 7, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

On motion of Alderperson Silverstein, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

4th Precinct.

[SO2024-0012133]

WHEREAS, Section 55-28 of the Illinois Cannabis Regulation and Tax Act, codified at 410 ILCS 705/55-28, authorizes the legal voters of any precinct within a municipality with a population of over 500,000 to petition their local alderman, in conformity with procedural requirements set forth in Section 55-28, to introduce an ordinance establishing the precinct as a restricted cannabis zone; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 55-28 of the Cannabis Regulation and Tax Act (the "Act"), the 4th Precinct of the 23rd Ward, as described herein, is hereby designated as a Restricted Cannabis Zone within the meaning of Section 55-28 of the Act. All cannabis business establishments, including: cultivation centers; craft growers, processing organizations; infuser organizations; dispensing organizations; and transporting organizations, shall be prohibited within the boundaries of such 4th Precinct, with such boundaries beginning at the intersection of the alley (west of South Normandy Avenue) and West 52nd Street; thence east on West 52nd Street to the intersection of West 52nd Street and South Normandy Avenue; thence south on South Normandy Avenue to the intersection of South Normandy Avenue and West 53rd Street; thence east on West 53rd Street to the intersection of West 53rd Street and the alley (east of South Nashville Avenue); thence southeast on said alley to the intersection of said alley and South Neenah Avenue; thence south on South Neenah Avenue to the intersection of South Neenah Avenue and West Archer Avenue; thence west on West Archer Avenue to the intersection of West Archer Avenue and South Rutherford Avenue; thence north on South Rutherford Avenue to the intersection of South Rutherford Avenue and West 53rd Street; thence easterly on West 53rd Street to the intersection of West 53rd Street and the alley (west of South Normandy Avenue); thence north on said alley to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication, and shall remain in effect for four years following its effective date.

10th Precinct.

[SO2024-0011275]

WHEREAS, Section 55-28 of the Illinois Cannabis Regulation and Tax Act, codified at 410 ILCS 705/55-28, authorizes the legal voters of any precinct within a municipality with a population of over 500,000 to petition their local alderman, in conformity with procedural

requirements set forth in Section 55-28, to introduce an ordinance establishing the precinct as a restricted cannabis zone; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 55-28 of the Cannabis Regulation and Tax Act (the "Act"), the 10th Precinct of the 23rd Ward, as described herein, is hereby designated as a Restricted Cannabis Zone within the meaning of Section 55-28 of the Act. All cannabis business establishments, including: cultivation centers; craft growers, processing organizations; infuser organizations; dispensing organizations; and transporting organizations, shall be prohibited within the boundaries of such 10th Precinct, with such boundaries beginning at the intersection of South Monitor Avenue and West 51st Street; thence east on West 51st Street to the intersection of West 51st Street and South Central Avenue; thence south on South Central Avenue to the intersection of South Central Avenue and West 55th Street; thence west on West 55th Street to the intersection of West 55th Street and South Austin Avenue; thence north on South Austin Avenue to the intersection of South Austin Avenue and South Archer Avenue; thence northeast on South Archer Avenue to the intersection of South Archer Avenue and South Monitor Avenue; thence north on South Monitor Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication, and shall remain in effect for four years following its effective date.

DESIGNATION OF 10TH PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE

[SO2024-0011274]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 9, 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 Silvana Tabares (which was referred on September 18, 2024) designating the 10th precinct of the 23rd Ward as a restricted residential zone, 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 October 7, 2024.

Respectfully submitted,
(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of Restricted Residential Zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago ("Code"), the 10th Precinct of the 23rd Ward, as described herein, is hereby designated as a Restricted Residential Zone within the meaning of Chapter 4-17 of the Code. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 10th Precinct, with such boundaries beginning at the intersection of South Monitor Avenue and West 51st Street; thence east on West 51st Street to the intersection of West 51st Street and South Central Avenue; thence south on South Central Avenue to the intersection of South Central Avenue and West 55th Street; thence west on West 55th Street to the intersection of West 55th Street and South Austin Avenue; thence north on South Austin Avenue to the intersection of South Austin Avenue and South Archer Avenue; thence northeast on South Archer Avenue to the intersection of South Archer Avenue and South Monitor Avenue; and thence north on South Monitor Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication, and shall remain in effect for four years following its effective date.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

REMOVAL OF PARKING METERS.

[SO2024-0012875]

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

CHICAGO, October 9, 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 repeal parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 of the City of Chicago is directed to remove parking meters at the below listed location:

Ward	Location
15	Repeal parking meters at South Mozart Street (east side of the street) from West 55 th Street to the first driveway; and South California Avenue (west side of the street) from West 55 th Street to the first alley.

[O2024-0011974]

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)

[SO2024-0012872]

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

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
4	525 East 42 nd Place -- Disabled Parking Permit Number 124778; [O2024-0012572]
6	7932 South Calumet Avenue -- Disabled Parking Permit Number 133909; [O2024-0011240]
6	330 East 84 th Street -- Disabled Parking Permit Number 103874; [O2024-0011241]
6	8136 South Calumet Avenue -- Disabled Parking Permit Number 133779; [O2024-0011242]
6	8125 South Langley Avenue -- Disabled Parking Permit Number 133774; [O2024-0011243]

Ward	Location And Permit Number
6	7337 South Rhodes Avenue -- Disabled Parking Permit Number 133568; [O2024-0011251]
6	7930 South Calumet Avenue -- Disabled Parking Permit Number 133740; [O2024-0011256]
6	6648 South Michigan Avenue -- Disabled Parking Permit Number 108148; [O2024-0011257]
6	7548 South Perry Avenue -- Disabled Parking Permit Number 134164; [O2024-0011353]
6	7613 South Champlain Avenue -- Disabled Parking Permit Number 134590; [O2024-0011849]
6	7426 South Maryland Avenue -- Disabled Parking Permit Number 134122; [O2024-0011851]
6	7925 South Eberhart Avenue -- Disabled Parking Permit Number 133439; [O2024-0012213]
6	8214 South Michigan Avenue -- Disabled Parking Permit Number 134258; [O2024-0012273]
6	7003 South Eggleston Avenue -- Disabled Parking Permit Number 134648; [O2024-0012324]
7	10144 South Torrence Avenue -- Disabled Parking Permit Number 132433; [O2024-0012468]
7	9204 South Paxton Avenue -- Disabled Parking Permit Number 134373; [O2024-0012496]
8	7813 South Kimbark Avenue -- Disabled Parking Permit Number 133795; [O2024-0011044]
8	9322 South Cornell Avenue -- Disabled Parking Permit Number 134102; [O2024-0011171]
8	8228 South Clyde Avenue -- Disabled Parking Permit Number 133801; [O2024-0011174]
8	9739 South Woodlawn Avenue -- Disabled Parking Permit Number 130830; [O2024-0011181]

Ward	Location And Permit Number
8	8406 South Drexel Avenue -- Disabled Parking Permit Number 134230; [O2024-0011233]
8	1750 East 93 rd Street -- Disabled Parking Permit Number 133973; [O2024-0011328]
8	1437 East 72 nd Street -- Disabled Parking Permit Number 134051; [O2024-0011329]
8	7937 South Dorchester Avenue -- Disabled Parking Permit Number 133915; [O2024-0011345]
8	408 East 90 th Street -- Disabled Parking Permit Number 134705; [O2024-0011705]
8	8448 South Luella Avenue -- Disabled Parking Permit Number 134231; [O2024-0011706]
8	9127 South University Avenue -- Disabled Parking Permit Number 134155; [O2024-0011889]
8	7623 South Euclid Avenue -- Disabled Parking Permit Number 131666; [O2024-0011948]
8	8715 South Dante Avenue -- Disabled Parking Permit Number 134353; [O2024-0012131]
8	1519 East 71 st Place -- Disabled Parking Permit Number 130437; [O2024-0012467]
9	10347 South Forest Avenue -- Disabled Parking Permit Number 134617; [O2024-0012472]
9	620 East 101 st Street -- Disabled Parking Permit Number 131940; [O2024-0012473]
9	10141 South Indiana Avenue -- Disabled Parking Permit Number 131971; [O2024-0012474]
10	2841 East 96 th Street -- Disabled Parking Permit Number 132732; [O2024-0011508]
10	10716 South Avenue B -- Disabled Parking Permit Number 134311; [O2024-0011509]

Ward	Location And Permit Number
10	13259 South Exchange Avenue -- Disabled Parking Permit Number 129332; [O2024-0012614]
10	10946 South Avenue C -- Disabled Parking Permit Number 129467; [O2024-0012616]
10	10930 South Avenue M -- Disabled Parking Permit Number 129510; [O2024-0012620]
10	8828 South Escanaba Avenue -- Disabled Parking Permit Number 129661; [O2024-0012627]
10	11138 South Ewing Avenue -- Disabled Parking Permit Number 129828; [O2024-0012641]
10	10435 South Avenue G -- Disabled Parking Permit Number 129907; [O2024-0012644]
10	10038 South Avenue L -- Disabled Parking Permit Number 130275; [O2024-0012660]
10	13509 South Burley Avenue -- Disabled Parking Permit Number 131092; [O2024-0012721]
11	2551 South Lowe Avenue -- Disabled Parking Permit Number 133728; [O2024-0011318]
11	3441 South Emerald Avenue -- Disabled Parking Permit Number 134158; [O2024-0011319]
11	3232 South Paulina Street -- Disabled Parking Permit Number 114397; [O2024-0011320]
11	2937 South Union Avenue -- Disabled Parking Permit Number 134975; [O2024-0012070]
11	3031 South Farrell Street -- Disabled Parking Permit Number 134069; [O2024-0012071]
11	2912 South Quinn Street -- Disabled Parking Permit Number 131132; [O2024-0012723]
11	3023 South Emerald Avenue -- Disabled Parking Permit Number 131846; [O2024-0012783]

Ward	Location And Permit Number
12	4402 South Mozart Street -- Disabled Parking Permit Number 133193; [O2024-0011102]
12	3442 South Hamilton Avenue -- Disabled Parking Permit Number 134012; [O2024-0011418]
12	3323 South Seeley Avenue -- Disabled Parking Permit Number 133595; [O2024-0011423]
12	3127 West Pershing Road -- Disabled Parking Permit Number 132031; [O2024-0011628]
12	4626 South Christiana Avenue -- Disabled Parking Permit Number 134280; [O2024-0012208]
12	3820 South Wolcott Avenue -- Disabled Parking Permit Number 134180; [O2024-0012209]
12	4043 South Montgomery Avenue -- Disabled Parking Permit Number 130739; [O2024-0012689]
12	3316 South Oakley Avenue -- Disabled Parking Permit Number 132260; [O2024-0012789]
13	6235 South Parkside Avenue -- Disabled Parking Permit Number 138190; [O2024-0011221]
13	5544 South Austin Avenue -- Disabled Parking Permit Number 134106; [O2024-0011223]
13	4035 West 56 th Place -- Disabled Parking Permit Number 134189; [O2024-0011224]
13	5719 South Kilbourn Avenue -- Disabled Parking Permit Number 134005; [O2024-0011225]
13	6245 South Moody Avenue -- Disabled Parking Permit Number 134105; [O2024-0011226]
13	4141 West 57 th Street -- Disabled Parking Permit Number 134140; [O2024-0011227]
13	5620 South Massasoit Avenue -- Disabled Parking Permit Number 134006; [O2024-0011228]

Ward	Location And Permit Number
13	6018 South Kolmar Avenue -- Disabled Parking Permit Number 134406; [O2024-0011595]
13	5531 West 64 th Street -- Disabled Parking Permit Number 134407; [O2024-0011596]
13	5738 West 64 th Place -- Disabled Parking Permit Number 134404; [O2024-0011598]
13	5821 West 59 th Street -- Disabled Parking Permit Number 134403; [O2024-0011599]
13	6516 South Kilpatrick Avenue -- Disabled Parking Permit Number 134402; [O2024-0011600]
13	5924 South Mayfield Avenue -- Disabled Parking Permit Number 134401; [O2024-0011601]
13	6042 South Kildare Avenue -- Disabled Parking Permit Number 133936; [O2024-0011602]
13	5534 West 64 th Street -- Disabled Parking Permit Number 134042; [O2024-0011604]
13	6426 South Knox Avenue -- Disabled Parking Permit Number 134254; [O2024-0011871]
13	5649 South Merrimac Avenue -- Disabled Parking Permit Number 134303; [O2024-0011876]
13	5547 South Parkside Avenue -- Disabled Parking Permit Number 133757; [O2024-0011881]
13	5650 South Keeler Avenue -- Disabled Parking Permit Number 134028; [O2024-0011883]
13	5634 South Mason Avenue -- Disabled Parking Permit Number 134630; [O2024-0012163]
13	6454 West 64 th Street -- Disabled Parking Permit Number 132395; [O2024-0012791]
14	6624 South Troy Street -- Disabled Parking Permit Number 131338; [O2024-0012738]

Ward	Location And Permit Number
15	4932 South Artesian Avenue -- Disabled Parking Permit Number 134302; [O2024-0012031]
15	4520 South Marshfield Avenue -- Disabled Parking Permit Number 130799; [O2024-0012693]
16	5935 South Damen Avenue -- Disabled Parking Permit Number 133417; [O2024-0011218]
16	6215 South Maplewood Avenue -- Disabled Parking Permit Number 134117; [O2024-0011222]
16	6449 South Oakley Avenue -- Disabled Parking Permit Number 126248; [O2024-0011230]
16	6419 South Artesian Avenue -- Disabled Parking Permit Number 134048; [O2024-0011231]
16	6314 South Washtenaw Avenue -- Disabled Parking Permit Number 134184; [O2024-0012065]
16	6315 South Hoyne Avenue -- Disabled Parking Permit Number 127620; [O2024-0012591]
16	6414 South Artesian Avenue -- Disabled Parking Permit Number 130148; [O2024-0012656]
16	6233 South Throop Street -- Disabled Parking Permit Number 130640; [O2024-0012685]
16	2132 West 54 th Street -- Disabled Parking Permit Number 130868; [O2024-0012700]
16	5520 South Throop Street -- Disabled Parking Permit Number 130949; [O2024-0012707]
16	6034 South Loomis Boulevard -- Disabled Parking Permit Number 131080; [O2024-0012720]
16	5951 South Green Street -- Disabled Parking Permit Number 131139; [O2024-0012724]
16	6157 South Talman Avenue -- Disabled Parking Permit Number 131255; [O2024-0012731]

Ward	Location And Permit Number
16	6011 South Maplewood Avenue -- Disabled Parking Permit Number 131328; [O2024-0012737]
16	6408 South Campbell Avenue -- Disabled Parking Permit Number 131416; [O2024-0012763]
16	6139 South Ada Street -- Disabled Parking Permit Number 131505; [O2024-0012767]
16	5426 South Marshfield Avenue -- Disabled Parking Permit Number 131576; [O2024-0012773]
16	5746 South Marshfield Avenue -- Disabled Parking Permit Number 131594; [O2024-0012775]
16	6336 South Maplewood Avenue -- Disabled Parking Permit Number 131954; [O2024-0012784]
17	3534 West 72 nd Place -- Disabled Parking Permit Number 127468; [O2024-0012588]
17	7607 South Honore Street -- Disabled Parking Permit Number 128729; [O2024-0012601]
17	7239 South Wolcott Avenue -- Disabled Parking Permit Number 132722; [O2024-0012793]
18	8111 South Claremont Avenue -- Disabled Parking Permit Number 132464; [O2024-0011170]
18	8340 South Seeley Avenue -- Disabled Parking Permit Number 133161; [O2024-0011175]
18	3836 West 78 th Place -- Disabled Parking Permit Number 133872; [O2024-0012134]
18	3842 West 83 rd Place -- Disabled Parking Permit Number 127672; [O2024-0012593]
18	8034 South Campbell Avenue -- Disabled Parking Permit Number 128176; [O2024-0012598]
18	7823 South Hamilton Avenue -- Disabled Parking Permit Number 130034; [O2024-0012654]

Ward	Location And Permit Number
18	8438 South Marshfield Avenue -- Disabled Parking Permit Number 130281; [O2024-0012663]
18	8121 South Talman Avenue -- Disabled Parking Permit Number 130283; [O2024-0012664]
18	8212 South Damen Avenue -- Disabled Parking Permit Number 130657; [O2024-0012686]
18	7116 South California Avenue -- Disabled Parking Permit Number 130846; [O2024-0012698]
18	2029 West 82 nd Street -- Disabled Parking Permit Number 130847; [O2024-0012699]
18	2633 West 83 rd Street -- Disabled Parking Permit Number 131277; [O2024-0012732]
18	3519 West 81 st Street -- Disabled Parking Permit Number 131278; [O2024-0012733]
19	9752 South Oakley Avenue -- Disabled Parking Permit Number 130068; [O2024-0011213]
19	11810 South Vincennes Avenue -- Disabled Parking Permit Number 132616; [O2024-0011214]
19	2137 West 114 th Place -- Disabled Parking Permit Number 130518; [O2024-0011409]
19	9732 South Seeley Avenue -- Disabled Parking Permit Number 134038; [O2024-0011410]
19	10104 South Malta Street -- Disabled Parking Permit Number 133594; [O2024-0011412]
19	10812 South Maplewood Avenue -- Disabled Parking Permit Number 133725; [O2024-0011702]
19	10157 South Artesian Avenue -- Disabled Parking Permit Number 133409; [O2024-0011703]
21	10024 South Sangamon Street -- Disabled Parking Permit Number 127870; [O2024-0012594]

Ward	Location And Permit Number
21	1424 West 112 th Place -- Disabled Parking Permit Number 129319; [O2024-0012613]
21	11943 South Normal Avenue -- Disabled Parking Permit Number 129347; [O2024-0012615]
21	10539 South Sangamon Street -- Disabled Parking Permit Number 129481; [O2024-0012619]
21	10037 South Morgan Street -- Disabled Parking Permit Number 129531; [O2024-0012621]
21	9728 South Sangamon Street -- Disabled Parking Permit Number 129593; [O2024-0012623]
21	10229 South Green Street -- Disabled Parking Permit Number 129655; [O2024-0012624]
21	9926 South Green Street -- Disabled Parking Permit Number 129656; [O2024-0012625]
21	340 West 108 th Place -- Disabled Parking Permit Number 129705; [O2024-0012628]
21	540 West 116 th Street -- Disabled Parking Permit Number 129740; [O2024-0012639]
21	1238 West 101 st Place -- Disabled Parking Permit Number 129834; [O2024-0012642]
21	11255 South Green Street -- Disabled Parking Permit Number 129946; [O2024-0012648]
21	12237 South Sangamon Street -- Disabled Parking Permit Number 129967; [O2024-0012650]
21	1256 West 110 th Place -- Disabled Parking Permit Number 130496; [O2024-0012670]
21	11752 South Loomis Street -- Disabled Parking Permit Number 130841; [O2024-0012697]
21	9250 South May Street -- Disabled Parking Permit Number 132094; [O2024-0012786]

Ward	Location And Permit Number
22	3037 South Kostner Avenue -- Disabled Parking Permit Number 132650; [O2024-0012475]
22	3211 South Kedvale Avenue -- Disabled Parking Permit Number 133970; [O2024-0012477]
22	2747 South Ridgeway Avenue -- Disabled Parking Permit Number 134036; [O2024-0012478]
22	2620 South St. Louis Avenue -- Disabled Parking Permit Number 134035; [O2024-0012479]
23	5407 South Kolin Avenue -- Disabled Parking Permit Number 133991; [O2024-0011436]
23	5258 South Rutherford Avenue (signs to be posted on side of the house on West 53 rd Street lined up with courtesy walk) -- Disabled Parking Permit Number 133605; [O2024-0012191]
23	5241 South Neenah Avenue -- Disabled Parking Permit Number 133262; [O2024-0012197]
23	5232 South Kolin Avenue -- Disabled Parking Permit Number 128869; [O2024-0012267]
23	3710 West 64 th Street -- Disabled Parking Permit Number 130280; [O2024-0012661]
24	3318 West Flounoy Street -- Disabled Parking Permit Number 130880; [O2024-0012702]
24	1927 South Trumbull Avenue -- Disabled Parking Permit Number 130884; [O2024-0012703]
24	2848 West 25 th Place -- Disabled Parking Permit Number 131047; [O2024-0012714]
24	3116 West Arthington Street -- Disabled Parking Permit Number 131058; [O2024-0012715]
24	4020 West Polk Street -- Disabled Parking Permit Number 131066; [O2024-0012718]

Ward	Location And Permit Number
24	3452 West Lexington Avenue -- Disabled Parking Permit Number 131241; [O2024-0012729]
24	1416 South Karlov Avenue -- Disabled Parking Permit Number 131249; [O2024-0012730]
24	1633 South Avers Avenue -- Disabled Parking Permit Number 131460; [O2024-0012766]
24	1651 South St. Louis Avenue -- Disabled Parking Permit Number 132404; [O2024-0012792]
25	3120 West 25 th Street -- Disabled Parking Permit Number 133885; [O2024-0012204]
25	2754 West 24 th Street -- Disabled Parking Permit Number 133580; [O2024-0012205]
25	1014 West 18 th Place -- Disabled Parking Permit Number 133642; [O2024-0012206]
25	1759 West 19 th Street (signs to be posted at 1909 South Wood Street) -- Disabled Parking Permit Number 134018; [O2024-0012216]
25	2259 West 21 st Street (signs to be posted at 2103 South Oakley Avenue) -- Disabled Parking Permit Number 133494; [O2024-0012217]
25	1522 West 19 th Street -- Disabled Parking Permit Number 125431; [O2024-0012577]
25	1602 South Carpenter Street -- Disabled Parking Permit Number 131645; [O2024-0012778]
26	1737 North Washtenaw Avenue -- Disabled Parking Permit Number 133514; [O2024-0012082]
26	1930 North Keystone Avenue -- Disabled Parking Permit Number 133553; [O2024-0012083]
26	3532 West Le Moyne Street -- Disabled Parking Permit Number 133552; [O2024-0012084]

Ward	Location And Permit Number
26	1926 North Whipple Street -- Disabled Parking Permit Number 133765; [O2024-0012085]
26	1840 North Karlov Avenue -- Disabled Parking Permit Number 133802; [O2024-0012087]
26	1932 North Kenneth Avenue -- Disabled Parking Permit Number 133849; [O2024-0012088]
26	1331 North Lawndale Avenue -- Disabled Parking Permit Number 134043; [O2024-0012089]
26	1433 North Harding Avenue -- Disabled Parking Permit Number 132738; [O2024-0012090]
26	1639 North Sawyer Avenue -- Disabled Parking Permit Number 134196; [O2024-0012255]
26	2253 North Leclaire Avenue -- Disabled Parking Permit Number 128566; [O2024-0012600]
26	3335 West Potomac Avenue -- Disabled Parking Permit Number 129926; [O2024-0012646]
26	3356 West Potomac Avenue -- Disabled Parking Permit Number 130015; [O2024-0012653]
26	1740 North Kedzie Avenue -- Disabled Parking Permit Number 130392; [O2024-0012666]
26	1321 North Monticello Avenue -- Disabled Parking Permit Number 130515; [O2024-0012675]
26	5041 West Dickens Avenue -- Disabled Parking Permit Number 130992; [O2024-0012709]
26	2113 North Kenneth Avenue -- Disabled Parking Permit Number 131218; [O2024-0012726]
26	4634 West Palmer Street -- Disabled Parking Permit Number 131396; [O2024-0012756]
26	1643 North Saint Louis Avenue -- Disabled Parking Permit Number 131521; [O2024-0012768]

Ward	Location And Permit Number
26	1741 North Drake Avenue -- Disabled Parking Permit Number 131635; [O2024-0012777]
26	1646 North Monticello Avenue -- Disabled Parking Permit Number 131760; [O2024-0012781]
26	1653 North Tripp Avenue -- Disabled Parking Permit Number 132005; [O2024-0012785]
26	1913 North Kenneth Avenue -- Disabled Parking Permit Number 132367; [O2024-0012790]
27	2814 West Warren Boulevard -- Disabled Parking Permit Number 133718; [O2024-0011356]
27	737 North Central Park Avenue -- Disabled Parking Permit Number 93286; [O2024-0011588]
27	1125 North Avers Avenue -- Disabled Parking Permit Number 129014; [O2024-0012605]
27	2911 West Fulton Street -- Disabled Parking Permit Number 130759; [O2024-0012691]
27	608 North Troy Street -- Disabled Parking Permit Number 131061; [O2024-0012716]
28	4658 West West End Avenue -- Disabled Parking Permit Number 133777; [O2024-0012235]
28	4413 West Washington Boulevard -- Disabled Parking Permit Number 133717; [O2024-0012237]
28	4041 West Adams Street -- Disabled Parking Permit Number 134056; [O2024-0012238]
28	4907 West West End Avenue -- Disabled Parking Permit Number 133987; [O2024-0012239]
28	1340 South Fairfield Avenue -- Disabled Parking Permit Number 130555; [O2024-0012240]
28	4114 West Maypole Street -- Disabled Parking Permit Number 133517; [O2024-0012241]

Ward	Location And Permit Number
28	5054 West West End Avenue -- Disabled Parking Permit Number 134205; [O2024-0012242]
28	1503 West Polk Street (signs to be located at 802 South Laflin Street) -- Disabled Parking Permit Number 133895; [O2024-0012243]
28	4740 West Race Avenue -- Disabled Parking Permit Number 134222; [O2024-0012244]
28	4121 West Washington Boulevard -- Disabled Parking Permit Number 133094; [O2024-0012245]
28	4901 West Quincy Street -- Disabled Parking Permit Number 133518; [O2024-0012246]
28	4720 West Maypole Avenue -- Disabled Parking Permit Number 129575; [O2024-0012622]
28	4719 West West End Avenue -- Disabled Parking Permit Number 129714; [O2024-0012637]
28	222 North Lamon Avenue -- Disabled Parking Permit Number 129723; [O2024-0012638]
28	4730 West West End Avenue -- Disabled Parking Permit Number 129853; [O2024-0012643]
28	2712 West Polk Street -- Disabled Parking Permit Number 131097; [O2024-0012722]
28	19 South Kostner Avenue -- Disabled Parking Permit Number 132218; [O2024-0012788]
29	5825 West Midway Park -- Disabled Parking Permit Number 133588; [O2024-0011187]
29	1240 North Central Avenue -- Disabled Parking Permit Number 133667; [O2024-0011229]
29	1816 North Mayfield Avenue -- Disabled Parking Permit Number 133746; [O2024-0011287]

Ward	Location And Permit Number
29	5505 West Jackson Boulevard -- Disabled Parking Permit Number 133616; [O2024-0011701]
29	1328 North Mayfield Avenue -- Disabled Parking Permit Number 117949; [O2024-0012567]
29	215 North Mason Avenue -- Disabled Parking Permit Number 127558; [O2024-0012589]
29	5428 West Van Buren Street -- Disabled Parking Permit Number 128739; [O2024-0012602]
29	5249 West Congress Parkway -- Disabled Parking Permit Number 129475; [O2024-0012618]
29	1652 North Mason Avenue -- Disabled Parking Permit Number 129771; [O2024-0012640]
29	1311 North Mayfield Avenue -- Disabled Parking Permit Number 130411; [O2024-0012667]
29	1235 North Parkside Avenue -- Disabled Parking Permit Number 130502; [O2024-0012673]
29	748 North Parkside Avenue -- Disabled Parking Permit Number 130503; [O2024-0012674]
29	1143 North Mayfield Avenue -- Disabled Parking Permit Number 130522; [O2024-0012676]
29	815 North Menard Avenue -- Disabled Parking Permit Number 130526; [O2024-0012682]
29	1652 North Mayfield Avenue -- Disabled Parking Permit Number 131214; [O2024-0012725]
29	705 North Mayfield Avenue -- Disabled Parking Permit Number 131369; [O2024-0012741]
29	1116 North Massasoit Avenue -- Disabled Parking Permit Number 131561; [O2024-0012771]
30	3606 North Springfield Avenue -- Disabled Parking Permit Number 134398; [O2024-0011276]

Ward	Location And Permit Number
30	2611 North Menard Avenue -- Disabled Parking Permit Number 133646; [O2024-0011277]
30	3329 North Kilpatrick Avenue -- Disabled Parking Permit Number 130164; [O2024-0012658]
31	5036 West Cornelia Avenue -- Disabled Parking Permit Number 133905; [O2024-0011572]
31	2938 North Kolmar Avenue -- Disabled Parking Permit Number 133971; [O2024-0011573]
31	4936 West Fletcher Street -- Disabled Parking Permit Number 133629; [O2024-0011574]
31	4835 West Barry Avenue -- Disabled Parking Permit Number 133436; [O2024-0012231]
31	2323 North Kenneth Avenue -- Disabled Parking Permit Number 133874; [O2024-0012232]
31	4940 West Altgeld Street -- Disabled Parking Permit Number 133787; [O2024-0012233]
31	4509 West Montana Street -- Disabled Parking Permit Number 122576; [O2024-0012568]
31	3352 North Leclaire Avenue -- Disabled Parking Permit Number 130493; [O2024-0012669]
31	5239 West Altgeld Street -- Disabled Parking Permit Number 130794; [O2024-0012692]
31	4742 West Montana Street -- Disabled Parking Permit Number 130802; [O2024-0012695]
31	5145 West Altgeld Street -- Disabled Parking Permit Number 131026; [O2024-0012712]
31	2440 North Lorel Avenue -- Disabled Parking Permit Number 131423; [O2024-0012764]
31	4840 West Newport Avenue -- Disabled Parking Permit Number 132201; [O2024-0012787]

Ward	Location And Permit Number
32	2644 North Ashland Avenue -- Disabled Parking Permit Number 128993; [O2024-0012450]
33	4245 North Richmond Street -- Disabled Parking Permit Number 129210; [O2024-0011215]
33	4709 North Monticello Avenue -- Disabled Parking Permit Number 133496; [O2024-0011216]
33	4146 North Drake Avenue -- Disabled Parking Permit Number 130705; [O2024-0012688]
33	4247 North St. Louis Avenue -- Disabled Parking Permit Number 130814; [O2024-0012696]
33	4457 North Lawndale Avenue -- Disabled Parking Permit Number 131362; [O2024-0012739]
33	4317 North St. Louis Avenue -- Disabled Parking Permit Number 131567; [O2024-0012772]
35	3424 West Waveland Avenue -- Disabled Parking Permit Number 130836; [O2024-0011248]
35	2614 North Emmett Street -- Disabled Parking Permit Number 130525; [O2024-0012677]
35	3057 North Central Park Avenue -- Disabled Parking Permit Number 130528; [O2024-0012683]
35	3562 West Palmer Street -- Disabled Parking Permit Number 131006; [O2024-0012710]
35	3418 West Drummond Place -- Disabled Parking Permit Number 131233; [O2024-0012728]
35	2901 North Dawson Avenue -- Disabled Parking Permit Number 131557; [O2024-0012769]
36	2134 North Marmora Avenue -- Disabled Parking Permit Number 133693; [O2024-0011552]
36	2120 North Monitor Avenue -- Disabled Parking Permit Number 130926; [O2024-0011559]

Ward	Location And Permit Number
36	4258 West Hirsch Street -- Disabled Parking Permit Number 128392; [O2024-0012599]
36	4300 West Kamerling Avenue -- Disabled Parking Permit Number 128955; [O2024-0012604]
36	2508 West Augusta Boulevard -- Disabled Parking Permit Number 130701; [O2024-0012687]
36	2722 North Newland Avenue -- Disabled Parking Permit Number 130943; [O2024-0012706]
36	2110 North Merrimac Avenue -- Disabled Parking Permit Number 131062; [O2024-0012717]
36	2130 North Merrimac Avenue -- Disabled Parking Permit Number 131426; [O2024-0012765]
36	2530 West Augusta Boulevard -- Disabled Parking Permit Number 131581; [O2024-0012774]
37	1135 North Harding Avenue -- Disabled Parking Permit Number 133737; [O2024-0011290]
37	4931 West St. Paul Avenue -- Disabled Parking Permit Number 131656; [O2024-0012041]
37	4027 West Potomac Avenue -- Disabled Parking Permit Number 130334; [O2024-0012665]
37	1443 North Leclaire Avenue -- Disabled Parking Permit Number 130425; [O2024-0012668]
37	154 North Long Avenue -- Disabled Parking Permit Number 131010; [O2024-0012711]
37	4224 West Walton Street -- Disabled Parking Permit Number 131027; [O2024-0012713]
37	4842 West Rice Street -- Disabled Parking Permit Number 131287; [O2024-0012734]
37	4222 West Potomac Avenue -- Disabled Parking Permit Number 131560; [O2024-0012770]

Ward	Location And Permit Number
37	5406 West Ferdinand Street -- Disabled Parking Permit Number 131625; [O2024-0012776]
37	5027 West Erie Street -- Disabled Parking Permit Number 131830; [O2024-0012782]
37	5109 West Ohio Street -- Disabled Parking Permit Number 133918; [O2024-0012795]
38	3236 North Ozanam Avenue -- Disabled Parking Permit Number 132834; [O2024-0011470]
38	3804 North Odell Avenue -- Disabled Parking Permit Number 133731; [O2024-0011471]
38	3543 North Oleander Avenue -- Disabled Parking Permit Number 131183; [O2024-0011546]
38	6318 West Berteau Avenue -- Disabled Parking Permit Number 134054; [O2024-0011548]
38	6320 West Grace Street -- Disabled Parking Permit Number 133637; [O2024-0011621]
38	3551 North Opal Avenue -- Disabled Parking Permit Number 134032; [O2024-0011924]
38	5651 West Dakin Street -- Disabled Parking Permit Number 133197; [O2024-0012125]
38	3456 North Opal Avenue -- Disabled Parking Permit Number 131289; [O2024-0012188]
38	3330 North Oleander Avenue -- Disabled Parking Permit Number 130157; [O2024-0012657]
38	3410 North Olcott Avenue -- Disabled Parking Permit Number 130547; [O2024-0012684]
39	5721 North Kimball Avenue -- Disabled Parking Permit Number 113226; [O2024-0012559]
39	3425 West Hollywood Avenue -- Disabled Parking Permit Number 123529; [O2024-0012562]

Ward	Location And Permit Number
39	4012 North Keystone Avenue -- Disabled Parking Permit Number 129931; [O2024-0012647]
39	5641 North Spaulding Avenue -- Disabled Parking Permit Number 131300; [O2024-0012735]
40	6662 North Seeley Avenue -- Disabled Parking Permit Number 133883; [O2024-0012551]
40	2608 West Glenlake Avenue -- Disabled Parking Permit Number 129923; [O2024-0012645]
40	2450 West Berwyn Avenue -- Disabled Parking Permit Number 130500; [O2024-0012671]
40	1833 West Norwood Street -- Disabled Parking Permit Number 130895; [O2024-0012704]
40	6114 North Washtenaw Avenue -- Disabled Parking Permit Number 130940; [O2024-0012705]
40	2532 West Winnemac Avenue -- Disabled Parking Permit Number 131072; [O2024-0012719]
40	1829 West Norwood Street -- Disabled Parking Permit Number 131312; [O2024-0012736]
41	4829 North Natoma Avenue -- Disabled Parking Permit Number 125874; [O2024-0012586]
43	1759 North Cleveland Avenue -- Disabled Parking Permit Number 130742; [O2024-0012488]
43	1809 North Lincoln Park West -- Disabled Parking Permit Number 133145; [O2024-0012489]
43	2137 North Fremont Street -- Disabled Parking Permit Number 125758; [O2024-0012581]
44	3239 North Wilton Avenue -- Disabled Parking Permit Number 125886; [O2024-0012587]
45	5810 North Elston Avenue -- Disabled Parking Permit Number 122761; [O2024-0012569]

Ward	Location And Permit Number
45	5026 West Hutchinson Street -- Disabled Parking Permit Number 122774; [O2024-0012570]
45	5252 North Mobile Avenue -- Disabled Parking Permit Number 125559; [O2024-0012578]
45	6015 West Argyle Street -- Disabled Parking Permit Number 130958; [O2024-0012708]
46	4656 North Beacon Street -- Disabled Parking Permit Number 131232; [O2024-0012727]
46	4521 North Malden Street -- Disabled Parking Permit Number 131712; [O2024-0012780]
47	Amend ordinance passed November 16, 2022, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 56762, which reads: "4506 North Wolcott Avenue -- Disabled Parking Permit Number 130256" by striking: "4506 North Wolcott Avenue" and inserting: "1902 West Sunnyside Avenue" in lieu thereof; [O2024-0012480]
47	4537 North Campbell Avenue -- Disabled Parking Permit Number 125592; [O2024-0012579]
47	4123 North Paulina Street -- Disabled Parking Permit Number 130750; [O2024-0012690]
48	5220 North Kenmore Avenue -- Disabled Parking Permit Number 133897; [O2024-0011207]
48	5348 North Magnolia Avenue -- Disabled Parking Permit Number 133828; [O2024-0011953]
49	1706 West Estes Avenue -- Disabled Parking Permit Number 133653; [O2024-0011244]
49	1209 West Sherwin Avenue -- Disabled Parking Permit Number 133635; [O2024-0011245]
49	1619 West Sherwin Avenue -- Disabled Parking Permit Number 133501; [O2024-0011246]

Ward	Location And Permit Number
49	7117 North Paulina Street -- Disabled Parking Permit Number 134724; [O2024-0011247]
49	1342 West Greenleaf Avenue -- Disabled Parking Permit Number 134279; [O2024-0012451]
49	7300 North Paulina Street -- Disabled Parking Permit Number 133259; [O2024-0012452]
49	1231 West Lunt Avenue -- Disabled Parking Permit Number 133630; [O2024-0012453]
49	1707 West Wallen Avenue -- Disabled Parking Permit Number 134062; [O2024-0012454]
49	1622 West Farwell Avenue -- Disabled Parking Permit Number 134131; [O2024-0012455]
49	2037 West Birchwood Avenue -- Disabled Parking Permit Number 134195; [O2024-0012456]
49	1791 West Estes Avenue -- Disabled Parking Permit Number 134215; [O2024-0012457]
49	7515 North Greenview Avenue -- Disabled Parking Permit Number 134216; [O2024-0012458]
49	1649 West Chase Avenue -- Disabled Parking Permit Number 130879; [O2024-0012701]
50	2813 West Coyle Avenue -- Disabled Parking Permit Number 133838; [O2024-0011232]
50	2551 West Jarvis Avenue -- Disabled Parking Permit Number 133994; [O2024-0011234]
50	2901 West Arthur Avenue -- Disabled Parking Permit Number 134667. [O2024-0011235]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
8	Repeal Disabled Permit Parking Number 106800 at 8029 South Clyde Avenue; [O2024-0011543]
8	Repeal Disabled Permit Parking Number 127537 at 9425 South Eberhart Avenue; [O2024-0011550]
9	Repeal Disabled Permit Parking Number 111936 at 11425 South Forest Avenue; [O2024-0012470]
13	Repeal Disabled Permit Parking Number 58077 at 6016 South Nashville Avenue; [O2024-0011589]
13	Repeal Disabled Permit Parking Number 112477 at 5807 South Austin Avenue; [O2024-0011884]
13	Repeal Disabled Permit Parking Number 119435 at 5527 South Kilbourn Avenue; [O2024-0011885]
13	Repeal Disabled Permit Parking Number 120861 at 6129 South Neenah Avenue; [O2024-0011887]
13	Repeal Disabled Permit Parking Number 132129 at 5909 West 59 th Street; [O2024-0012161]
13	Repeal Disabled Permit Parking Number 128890 at 5614 South Kenneth Avenue; [O2024-0012162]
13	Repeal Disabled Permit Parking Number 130007 at 5708 South Newcastle Avenue; [O2024-0012165]
13	Repeal Disabled Permit Parking Number 106037 at 6241 South Rutherford Avenue; [O2024-0012186]

Ward	Location And Permit Number
13	Repeal Disabled Permit Parking Number 95806 at 6115 West 64 th Street; [O2024-0012187]
15	Repeal Disabled Permit Parking Number 120944 at 5618 South Washtenaw Avenue; [O2024-0012000]
15	Repeal Disabled Permit Parking Number 111215 at 1852 West 45 th Street; [O2024-0012006]
15	Repeal Disabled Permit Parking Number 128883 at 4553 South Emerald Avenue; [O2024-0012155]
19	Repeal Disabled Permit Parking Number 132946 at 10811 South Talman Avenue; [O2024-0012548]
23	Repeal Disabled Permit Parking Number 131612 at 3934 West 57 th Street; [O2024-0011107]
23	Repeal Disabled Permit Parking Number 131269 at 3717 West Marquette Road; [O2024-0011176]
23	Repeal Disabled Permit Parking Number 96513 at 5339 South Meade Avenue; [O2024-0011177]
23	Repeal Disabled Permit Parking Number 95911 at 3748 West 70 th Place; [O2024-0011315]
23	Repeal Disabled Permit Parking Number 77800 at 5255 South Melvina Avenue; [O2024-0011421]
23	Repeal Disabled Permit Parking Number 94144 at 3610 West 70 th Street; [O2024-0011424]
23	Repeal Disabled Permit Parking Number 117873 at 3704 West 57 th Street; [O2024-0011428]
23	Repeal Disabled Permit Parking Number 129054 at 3625 West 67 th Place; [O2024-0011432]

Ward	Location And Permit Number
23	Repeal Disabled Permit Parking Number 129114 at 5301 South Keating Avenue; [O2024-0011434]
23	Repeal Disabled Permit Parking Number 120771 at 5313 South Moody Avenue; [O2024-0011516]
23	Repeal Disabled Permit Parking Number 128088 at 3700 West 56 th Street; [O2024-0011759]
23	Repeal Disabled Permit Parking Number 117306 at 3710 West 70 th Street; [O2024-0011762]
23	Repeal Disabled Permit Parking Number 104726 at 5434 South Avers Avenue; [O2024-0011768]
25	Repeal Disabled Permit Parking Number 93474 at 1836 West 18 th Street; [O2024-0012202]
26	Repeal Disabled Permit Parking Number 101544 at 3409 West Hirsch Street; [O2024-0012185]
31	Repeal Disabled Permit Parking Number 126682 at 2332 North Latrobe Avenue; [O2024-0011575]
31	Repeal Disabled Permit Parking Number 104542 at 4729 West Wellington Avenue; [O2024-0011576]
31	Repeal Disabled Permit Parking Number 91836 at 2840 North Lockwood Avenue; [O2024-0011581]
31	Repeal Disabled Permit Parking Number 127392 at 4832 West School Street; [O2024-0011607]
31	Repeal Disabled Permit Parking Number 43248 at 5240 North Wellington Avenue; [O2024-0011608]
31	Repeal Disabled Permit Parking Number 117751 at 4404 West Altgeld Street; [O2024-0012229]

Ward	Location And Permit Number
31	Repeal Disabled Permit Parking Number 113321 at 2417 North Kostner Avenue; [O2024-0012230]
32	Repeal Disabled Permit Parking Number 7835 at 2036 West Dickens Avenue; [O2024-0011138]
35	Repeal Disabled Permit Parking Number 64281 at 3114 North Central Park Avenue; [O2024-0011263]
38	Repeal Disabled Permit Parking Number 78027 at 3740 North Oak Park Avenue; [O2024-0011473]
38	Repeal Disabled Permit Parking Number 66599 at 3839 North Nordica Avenue; [O2024-0011926]
40	Repeal Disabled Permit Parking Number 92161 at 4723 North Virginia Avenue; [O2024-0012549]
45	Repeal Disabled Permit Parking Number 34580 at 5437 North Linder Avenue; [O2024-0011886]
48	Repeal Disabled Permit Parking Number 49960 at 5220 North Kenmore Avenue; [O2024-0011206]
48	Repeal Disabled Permit Parking Number 58736 at 5821 North Magnolia Avenue; [O2024-0012257]
50	Repeal Disabled Permit Parking Number 109908 at 6312 North Richmond Street. [O2024-0012485]

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

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2024-0012877]

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

CHICAGO, October 9, 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
1	Residential Permit Parking Buffer Zone 168 at 1628 -- 1654 West Ohio Street (even side of the street) and 1601 -- 1659 West Ohio Street (odd side of the street); [O2024-0012159]
4	Residential Permit Parking Zone 2447 at 4500 -- 4554 South Greenwood Avenue (both sides of the street) and 1100 East Greenwood Avenue -- 6:00 P.M. to 6:00 A.M. -- all days; [O2024-0012158]
8	Amend ordinance passed December 16, 2020, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 25383, which reads: "8800 -- 8899 South Harper Avenue -- amend Residential Permit Parking Zone 1615 (east and west sides) by striking Friday through Monday -- at all times -- to include wrap (southeast side) of 1539 East 88 th Street and South Harper Avenue" by striking: "at all times" and inserting: "6:00 P.M. to 6:00 A.M." in lieu thereof" and by striking: "to include wrap (southeast side) of 1539 East 88 th Street and South Harper Avenue"; [O2024-0011237]
8	Residential Permit Parking Zone 2448 at 7700 -- 7759 South Constance Avenue (both sides of the street) -- at all times -- all days; [Or2024-0011895]
23	Amend Residential Permit Parking Zone 21 at West 53 rd Street, from South Kildare Avenue to the first alley west (south side of the street only) -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday by striking: "8:00 A.M. to 4:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "at all times -- all days"; [O2024-0012200]
23	Residential Permit Parking Zone 2449 at 5201 -- 5244 South Long Avenue (both sides of the street) -- at all times -- all days; [Or2024-0011437]

Ward	Location And Permit Number
24	Residential Permit Parking Zone 2450 at 1240 -- 1271 South St. Louis Avenue (both sides of the street) -- at all times -- all days; [O2024-0012028]
25	Residential Permit Parking Zone 2451 at 1309 -- 1347 West Cullerton Street (both sides of the street) -- signs to be installed from South Throop Street to South Loomis Street -- at all times -- all days; [O2024-0012215]
29	Residential Permit Parking Zone 2452 at 0 -- 61 North Menard Avenue (both sides of the street) -- at all times -- all days; [O2024-0011047]
29	Residential Permit Parking Zone 2453 at 1100 -- 1151 North Mason Avenue (both sides of the street) -- at all times -- all days; [O2024-0011210]
29	Residential Permit Parking Zone 2454 at 3100 -- 3143 North Olcott Avenue (both sides of the street) -- at all times -- all days; [O2024-0011699]
31	Residential Permit Parking Zone 2455 at 4906 -- 4952 West Schubert Avenue and 4907 -- 4953 West Schubert Avenue -- at all times -- all days; [O2024-0012228]
35	Residential Permit Parking Zone 95 at 2900 -- 2998 North Sawyer Avenue (both sides of the street) -- at all times -- all days; [O2024-0012044]
35	Residential Permit Parking Zone 93 at 2615 -- 2657 North Avers Avenue (both sides) -- at all times -- all days; [O2024-0012048]
35	Amend Residential Permit Parking Zone 2258 at 2400 block of North Ridgeway Avenue -- 4:00 P.M. to 7:00 P.M. -- Monday through Friday -- all day on Saturday and Sunday by striking the above and inserting in lieu thereof: "2414 -- 2454 (west side) -- 8:00 P.M. to 7:00 A.M. -- all days"; [SO2024-0012274]
50	Residential Permit Parking Zone 280 at 6200 -- 6260 West Leavitt Street (west side only) -- 5:00 P.M. to 9:00 A.M. -- all days; [O2024-0011199]
50	Residential Permit Parking Zone 280 at 2200 -- 2260 West Granville Avenue (north side only) -- 5:00 P.M. to 9:00 A.M. -- all days. [O2024-0011202]

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

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.
[SO2024-0012874]

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

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
8	Amend ordinance passed May 14, 1980, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 3124, which reads: "South Cornell Avenue (both sides) from East 75 th Street to East 76 th Street -- no parking anytime" by striking the above and inserting: "South Cornell Avenue (both sides) from East 75 th Street to East 76 th Street -- no parking/tow-away zone (public benefit waiving all pass fees)"; [O2024-0010181]
8	Amend ordinance passed March 21, 1997, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5077, which reads: "South Stony Island Avenue (east side) from a point 170 feet south of East 75 th Street to a point 130 feet thereof -- no parking anytime" by striking the above and inserting: "South Stony Island Avenue (east side) from East 76 th Street north to East 75 th Street -- no parking/tow-away zone (public benefit waiving all pass fees)"; [O2024-0010182]
8	Repeal ordinance passed January 13, 2009, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 52825, which reads: "West 87 th Street (south side) from a point 20 feet east of South Langley Avenue to a point 380 feet east thereof -- no parking/tow-away zone -- Monday through Friday" by striking the above; [O2024-0011312]
25	Repeal ordinance passed December 29, 1966, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8315, which reads: "West 21 st Street (north side) from South Hoyne Avenue to a point 78 feet west thereof -- no parking -- at all times" by striking the above; [O2024-0012226]
27	South Wolcott Avenue (east side of the street) from a point 20 feet north of West Roosevelt Road to a point 135 feet north thereof -- no parking/loading zone -- at all times -- all days (public benefit); [O2024-0009201]

Ward	Location
28	Repeal ordinance passed January 24, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8561, which reads: "West Congress Parkway (south side) from South Loomis Street to South Ashland Avenue -- no parking/tow-away zone -- at all times -- all days" by striking the above; [O2024-0012250]
33	North St. Louis Avenue (east side) from West Leland Avenue to the first driveway south; and North Kimball Avenue (west side) from a point 20 feet south of West Leland Avenue to a point 176 feet south thereof -- no parking except for official school personnel parking only -- 7:00 A.M. to 4:30 P.M. -- school days; [O2024-0011212]
35	Repeal ordinance passed 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 -- parking prohibited -- 8:00 A.M. to 5:00 P.M. -- except for Saturdays and Sundays" by striking the above; [O2024-0009876]
41	West Touhy Avenue (south side) from North Octavia Avenue to North Oconto Avenue -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday; [O2024-0012554]
43	Repeal ordinance passed June 7, 2000, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 35164, which reads: "North Lehman Court (west side) from West Drummond Place south to the driveway and from the north side of the driveway south to West Wrightwood Avenue -- loading zone -- postal employees only -- 5:30 A.M. to 7:00 A.M. -- Monday through Saturday" by striking the above; [O2024-0012492]
43	Repeal ordinance passed February 6, 2002, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 79134, which reads: "North Orleans Street (west side) from West Willow Street to a point 85 feet south thereof -- no parking/tow-away zone -- at all times -- all days" by striking the above; [O2024-0012493]
44	Repeal loading/tow-away zone at 2808 North Halsted Street -- 8:00 A.M. to 12:00 A.M. -- all days [O2024-0011972]

Ward Location

49 Repeal ordinance passed June 30, 2010, *Journal of the Proceedings of the City Council of the City of Chicago*, page 95404, which reads: "West North Shore Avenue (south side) from a point 150 feet east of North Clark Street to a point 20 feet east thereof -- no parking/tow-away zone -- except I-Go vehicles only" by striking the above;

[O2024-0011262]

50 Repeal ordinance passed May 24, 2006, *Journal of the Proceedings of the City Council of the City of Chicago*, page 77315, which reads: "North California Avenue (west side) from a point 20 feet south of West Arthur Avenue to a point 138 feet south thereof -- handicapped loading/tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday and Thursday -- 9:00 A.M. to 2:00 P.M. -- Friday" by striking the above.

[O2024-0011593]

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

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2024-0012878]

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

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
9	South Princeton Avenue and West 125 th Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0012469]
10	East 97 th Street and South Houston Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0011785]
18	West 89 th Street and South Hermitage Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0012145]
18	West 78 th Street and South Hamlin Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0012146]

Ward	Location And Type Of Sign	
27	North Campbell Avenue and West Grand Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2024-0011354]
27	North Washtenaw Avenue and North Grand Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2024-0011355]
27	North Peoria Street and West Fulton Market -- "All-Way Stop" sign, stopping all approaches;	[O2024-0012342]
30	West Altgeld Street and North Austin Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2024-0011118]
40	North Bell Avenue, from North Bowmanville Avenue to West Berwyn Avenue -- one-way northerly;	[O2024-0010510]
40	North Ravenswood Avenue and West Rascher Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2024-0011205]
44	Amend ordinance passed May 21, 1971, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , pages 275 -- 276, which reads: "North Seminary Avenue, from West George Street to West Eddy Street -- one-way northerly" by striking: "West Eddy Street" and inserting in lieu thereof: "West Cornelia Avenue;	[O2024-0010382]
50	North Bernard Avenue and West Glenlake Avenue -- "All-Way Stop" sign, stopping all approaches.	[Or2024-0011173]

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF CHAPTER 2-36 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-36-762 ESTABLISHING POLICY AND PROCEDURES FOR LEAVE FOLLOWING DEATH OF UNIFORMED SERVICE MEMBER.

[SO2023-0006445]

The Committee on Police and Fire submitted the following report:

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, which held a meeting on Monday, October 7, 2024, in person to consider the following proposed substitute ordinance (SO2023-0006445), amending Municipal Code Chapter 2-36 by adding new Section 2-36-762 establishing policy and procedures for leave following the death of a uniformed service member, 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 the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRISTOPHER TALIAFERRO,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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:

Chicago Fire Department Administrative Leave Bereavement.

SECTION 1. Chapter 2-36 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-36-762, as follows:

2-36-762 Leave Following Death Of A Member Of The Uniformed Service.

(a) Following any death in the line of duty of any member of the uniformed service, counselors in the Fire Department's Employee Assistance Program, or any successor program, shall immediately report to the firehouse of the deceased member of the uniformed service to provide assistance to any member of the uniformed service on shift when such death occurred, and:

(1) any member of the uniformed service assigned to the firehouse of the deceased member of the uniformed service on the day of such death shall, with the concurrence of the employee, be put out of service for the remainder of the day such death occurred; and

(2) any member of the uniformed service assigned to the same shift as the deceased member of the uniformed service, whether or not such member of the uniformed service was on duty on the day of such death, shall, with the concurrence of the employee, be placed on administrative leave for their next scheduled shift day following the day such death occurred; and

(3) any member of the uniformed service assigned to the firehouse of the deceased member of the uniformed service shall, with the concurrence of the employee, be placed on administrative leave to attend the wake, funeral, or other memorial service for the deceased member of the uniformed service, if such wake, funeral, or other memorial service occurs on a day the member of uniformed service is on shift.

(b) Following the death by suicide of any member of the uniformed service, counselors in the Fire Department's Employee Assistance Program, or any successor program, shall immediately report to the firehouse of the deceased member of the uniformed service to provide assistance to any member of the uniformed service assigned to such firehouse when such death occurred, and:

(1) any member of the uniformed service assigned to the same firehouse as the deceased member of the uniformed service shall, with the concurrence of the employee, be placed on administrative leave for the day following the day such death occurred; and

(2) any member of the uniformed service assigned to the firehouse of the deceased member of the uniformed service shall, with the concurrence of the employee, be placed on administrative leave to attend the wake, funeral, or other memorial service for the deceased member of the uniformed service, if such wake, funeral, or other memorial service occurs on a day the member of uniformed service is on shift.

(c) Any member of the uniformed service put out of service or placed on administrative leave pursuant to this section shall receive full pay for such period of absence.

(d) The provisions of this section are in addition to any other leave of absence provided to members of the uniformed service, including under the applicable collective bargaining agreements.

SECTION 2. This ordinance shall take effect upon passage.

COMMITTEE ON PUBLIC SAFETY.

CALL FOR HEARING TO EXAMINE AND IMPROVE EXTREME WEATHER AND RESPONSE PLAN.

[R2024-0010357]

The Committee on Public Safety submitted the following report:

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred a resolution (R2024-0010357) calling to examine and improve extreme weather and response plan, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 1, 2024.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

On motion of Alderperson Hopkins, 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago opens up heating and cooling centers coordinated by the Office of Emergency Management and Communication, Department of Family and Support Services and Chicago Police Department only under specific conditions including

but not limited to National Weather Service issuance of extreme weather conditions and availability of staff; and

WHEREAS, The different departments who coordinate this activation have vague, and in certain instances, conflicting definitions and communication materials of the conditions that would precipitate the commencement of extreme weather response plans which lacks specificity and clarity for the public and other service providers; and

WHEREAS, The media often utilizes different terms than the City agencies do in characterizing weather conditions and may portray that heating or cooling centers are or should be open even if the City has not made this declaration indicating that the City's existing tools of communication are not reaching the most vulnerable people who may need to plan their rapid mobilization to a center; and

WHEREAS, In 2024, there have already been at least two instances where the City opened some of its heating or cooling centers despite not reaching its own typical policy thresholds. While we applaud this action, it is notable that the City did not announce the opening until much later even though the weather had been accurately predicted in advance indicating that there may be a pattern causing last-minute decisions and poor official communication with the outreach sector and the general public that could and therefore should be improved; and

WHEREAS, Effective communication and timely decision-making are critical in ensuring public safety during extreme weather conditions, and the current system's shortcomings must be addressed to prevent future miscommunication and potential harm; and

WHEREAS, Investigating the number of fatalities and hospitalizations that occur from extreme weather in Chicago is essential for understanding the impact of these events and improving emergency response measures; now, therefore,

Be It Resolved, That the City Council of Chicago calls for a subject matter hearing to examine the City of Chicago's extreme weather response plan's triggers and thresholds, successful operation metrics, channels of communication to the public and delegated agencies and service providers, and associated gaps with the aim of improving coordination, transparency, and timely public communication in the activation of heating and cooling centers and other emergency services during extreme weather events. Furthermore, the investigation will include a thorough review of the number of fatalities and hospitalizations caused by extreme weather in Chicago to inform and enhance future emergency response strategies.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

VACATION OF PORTIONS OF S. MAY ST. BETWEEN W. ROOSEVELT RD. AND
W. TAYLOR ST.

[O2024-0010869]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 9, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (O2024-0010869) for a vacation of a portion of dead-ended South May Street, between West Taylor Street and West Roosevelt Road. This property is located in the 34th Ward. This ordinance was referred to the committee on July 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 wishes to support the charitable, educational, and philanthropic activities of established not-for-profit corporations and encourage the continued viability and growth of such activities; and

WHEREAS, Many not-for-profit corporations own property that adjoin streets and alleys that are no longer required for public use, and might more productively be used in furtherance of such activities; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by providing support for such charitable, educational and philanthropic activities; and

WHEREAS, In addition, when the City vacates streets and alleys that revert to ownership by not-for-profit corporations engaged in charitable, educational, and philanthropic activities, the City obtains additional financial benefits by building stronger, more productive communities and by being relieved of the cost of social services that it might otherwise have to support with public monies; and

WHEREAS, Because the City obtains a net benefit from supporting and facilitating the activities of not-for-profit corporations in local communities, the City Council of the City ("City Council") has determined it to be in the public interest to vacate the public way without compensation, where the abutting owner is a not-for-profit corporation engaged in charitable, educational or philanthropic activities; and

WHEREAS, The properties at approximately 1034 -- 1038 South May Street, 1035 -- 1037 South May Street, 1101 -- 1107 South May Street and 1100 -- 1108 South May Street, are owned by St. Ignatius College Prep., an Illinois not-for-profit corporation ("Developer"); and

WHEREAS, The Developer uses the properties for operation of a high school and campus; and

WHEREAS, The Developer proposes to use the portion of the public street to be vacated herein for the construction of a new five (5) story academic building to house fine arts and sciences learning; and

WHEREAS, The City Council, 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 the parts of public street described below; now, therefore,

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

SECTION 1. Vacation of that part of South May Street 66-foot to 86-foot-wide public right-of-way as dedicated; together with that part of West 11th Street 40-foot-wide public

right-of-way as dedicated; lying west of and adjoining the western terminus of previously vacated West 11th Street by ordinance passed July 7, 1960 and recorded September 27, 1960 as Document Number 17974419; lying north of and adjoining the northern terminus of previously vacated South May Street vacated by ordinance passed November 13, 2007 and recorded December 18, 2007 as Document Number 0735215046; being part of the west half of the southeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, being described as follows: beginning at the northeast corner of Lot 19 in MacAlister's Subdivision of Block 25 of said Canal Trustee's Subdivision ante-fire, also being on the west line of South May Street; thence south 01 degree, 44 minutes, 16 seconds east along the east line of Lots 17, 18 and 19 in said MacAlister's Subdivision and the east line of Lots 8, 9 and 10 of Gunkel's Subdivision of Block 26 in said Canal Trustee's Subdivision ante-fire, 132.00 feet to the north line of the south 336.00 feet of said vacated South May Street; thence north 88 degrees, 15 minutes, 44 seconds east along said north line extended easterly, 86.00 feet to the east line of the west 20.00 feet of Lot 1 in said Crane & Wesson's Subdivision; thence north 01 degree, 44 minutes, 16 seconds west along said east line extended northerly, extension being said western terminus of previously vacated West 11th Street, 93.65 feet to the north line of said West 11th Street; thence south 88 degrees, 15 minutes, 44 seconds west along said north line of West 11th Street, 20.00 feet to southwest corner of Lot 32 in G.W. Clarke's Subdivision of Block 24 in said Canal Trustee's Subdivision, also being on the east line of South May Street; thence north 01 degree, 44 minutes, 16 seconds west along the west line of said Lot 32, a distance of 38.35 feet; thence south 88 degrees, 15 minutes, 44 seconds west, 66.00 feet to the place of beginning, all in Cook County, Illinois, above described parcel containing 10,585 square feet or 0.2 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation. For recording purposes, the above legal descriptions are reproduced in Exhibit B attached hereto and incorporated herein, and the addresses and property index numbers ("PINs") of the affected properties are set forth in Exhibit C attached hereto and incorporated herein.

SECTION 2. Use Restriction. The Commissioner of the Chicago Department of Transportation is hereby authorized to accept and approve a redevelopment agreement or similar instrument restricting the use and improvement of the public way vacated in Section 1 to educational purposes which includes, but shall not be limited to, student learning and gathering spaces to allow exposure to fine arts, theater, science and technology, and other such use and improvements that are accessory, as that term is defined in the Chicago Zoning Ordinance. Such uses and improvements are to be owned and operated by the Developer and such use restrictions are subject to the approval of the Corporation Counsel as to form and legality. The reversion restriction on use and improvement set forth in the redevelopment agreement or similar instrument shall be for a term of forty (40) years and upon breach of such restriction the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication by which it has been heretofore held by the City. The use restriction shall be in place into perpetuity unless released subject to payment of appraised compensation to the City.

SECTION 3. Peoples Gas Easement. The City hereby reserves for the benefit of The Peoples Gas Light and Coke Company ("Peoples Gas") an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in the area herein vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected upon or over said easement herein reserved for Peoples Gas or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities, or the construction of additional 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 Peoples Gas. Any future Developer-prompted relocation of Peoples Gas facilities lying within the area herein vacated will be accomplished by Peoples Gas at the sole expense of the Developer or its successors.

SECTION 4. Abandonment/Reconfiguration Of DWM Water Main. The Developer acknowledges that the eight inch (8") Department of Water Management ("DWM") water main within the area herein vacated shall become its private property and maintenance responsibility upon completion of certain obligatory alteration work to City water facilities as may be needed to separate the privatized portion from the public portion in accordance with correspondence dated April 26, 2024 hereto attached as Exhibit D. Abandonment and reconfiguration work involving City water facilities will be accomplished by DWM at the Developer's sole expense. The Developer shall pay to DWM the abandonment/reconfiguration expenses and the value of the amortized water main prior to the recording of this ordinance. All plumbing plans involving the abandonment of the facilities must be reviewed, approved and permitted in advance by the DWM Engineering Section prior to work.

SECTION 5. Developer Assumes Ownership Of Certain Sewers. The Developer acknowledges that upon the recording of this ordinance, the twelve inch (12") and the twenty-four inch (24") DWM sewers within the area herein vacated, as well as the twelve inch (12") sewer previously reserved for in Document Number 17974419 (recorded September 27, 1960) as approved by City Council on July 7, 1960; and the twenty-four inch (24") sewer reserved for in Document Number 735215046 (recorded December 18, 2007) as approved by City Council on April 11, 2007 shall become the Developer's maintenance responsibility and property. The preexisting easements shall be released directly with DWM upon the Developer's payment of unamortized costs and deposits as further detailed in Exhibit D. In the event that the Developer wishes to abandon, modify or install facilities, plans must be reviewed, approved and permitted by the DWM, Sewer Design Section prior to the commencement of any work. Developer shall provide the DWM, Sewer Design Section with as-built drawings submitted within 45 days of completion.

SECTION 6. Indemnification. The vacation herein provided for is made under the express condition that the Developer, and its successors and assigns, shall hold harmless, indemnify and defend the City from all claims related to said vacation.

SECTION 7. Recording With County Clerk. The vacation herein provided for is 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 Clerk of Cook County, Illinois, Recordings Division, a fully-stamp approved,

certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats, and the redevelopment agreement complying with Section 2 of this ordinance as approved by the Corporation Counsel.

SECTION 8. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Thomas Carney
Commissioner of Transportation

Introduced By:

(Signed) William Conway
Aldersperson, 34th Ward

CDOT File Number:

17-34-22-4024.

[Exhibit "A" referred to in this ordinance printed
on page 18794 of this *Journal*.]

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

Exhibit "B".

Legal Description:

That part of South May Street 66-foot to 86-foot-wide public right-of-way as dedicated; together with that part of West 11th Street 40-foot-wide public right-of-way as dedicated; lying west of and adjoining the western terminus of previously vacated West 11th Street by ordinance passed July 7, 1960 and recorded September 27, 1960 as Document Number 17974419; lying north of and adjoining the northern terminus of previously vacated South May Street vacated by ordinance passed November 13, 2007 and recorded December 18, 2007 as Document Number 0735215046; being part of the west half of the

southeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, being described as follows: beginning at the northeast corner of Lot 19 in MacAlister's Subdivision of Block 25 of said Canal Trustee's Subdivision ante-fire, also being on the west line of South May Street; thence south 01 degree, 44 minutes, 16 seconds east along the east line of Lots 17, 18 and 19 in said MacAlister's Subdivision and the east line of Lots 8, 9 and 10 of Gunkel's Subdivision of Block 26 in said Canal Trustee's Subdivision ante-fire, 132.00 feet to the north line of the south 336.00 feet of said vacated South May Street; thence north 88 degrees, 15 minutes, 44 seconds east along said north line extended easterly, 86.00 feet to the east line of the west 20.00 feet of Lot 1 in said Crane & Wesson's Subdivision; thence north 01 degree, 44 minutes, 16 seconds west along said east line extended northerly, extension being said western terminus of previously vacated West 11th Street, 93.65 feet to the north line of said West 11th Street; thence south 88 degrees, 15 minutes, 44 seconds west along said north line of West 11th Street, 20.00 feet to southwest corner of Lot 32 in G.W. Clarke's Subdivision of Block 24 in said Canal Trustee's Subdivision, also being on the east line of South May Street; thence north 01 degree, 44 minutes, 16 seconds west along the west line of said Lot 32, a distance of 38.35 feet; thence south 88 degrees, 15 minutes, 44 seconds west, 66.00 feet to the place of beginning, all in Cook County, Illinois, above described parcel containing 10,585 square feet or 0.2 acre, more or less.

Exhibit "C".

Affected PINs And Address Ranges.

Addresses:

Approximately:

1034 -- 1038 South May Street;

1035 -- 1037 South May Street;

1101 -- 1107 South May Street; and

1100 -- 1108 South May Street
Chicago, Illinois.

Property Index Numbers (PINs):

17-17-426-045;

17-17-426-046;

17-17-427-010; and

17-17-431-036.

Exhibit "D".

April 26, 2024.



CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

April 26, 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 Vacation Ordinance
34th Ward
For: St. Ignatius College Prep

Vacation of a Portion of S May Street between W Taylor Street and W Roosevelt Road

OUC File No. VD-123274

M&P Project No. 17-25-22-4024

Water Atlas Page 303

Sewer Atlas Page 39-2-26

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed vacation. After reviewing our records, we have determined the following:

I) The Department of Water Management - Water Section

There is an 8-inch water main and hydrant installed in 2013 within the area proposed for vacation. There are three water services connected to this main that serve buildings that are all part of the Church of the Holy Family and St. Ignatius College Prep Campus (St. Ignatius).

The Department of Water Management (DWM) will allow St. Ignatius to take ownership and maintenance of approximately 155 feet of this main within the limits of the area proposed for vacation. Once the water main has become the property of St. Ignatius and is no longer a city water main, the vacation can be approved.

To accomplish this, DWM must do the following:

- a. Install a new hydrant at approximately 1030 S May Street (the new location of the end of the water main). The estimated cost to do this work is \$17,610.00. The DWM will be responsible for obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, traffic control, pipe work, supplying all water main pipe, valve operations, engineering design services, and water quality services, but St. Ignatius College Prep will be responsible for all final restoration to CDOT standards. Actual costs will be submitted for payment upon completion of the work.
- b. The existing 8-inch water main that DWM is relinquishing ownership of was installed in 2013 and as such, is not fully amortized. The total fixed unamortized cost for this 8-inch water main is \$61,742.51, which DWM must be reimbursed.

- c. See the attached letter dated April 12, 2024 for further details on these items and instructions for making the total deposit of **\$79,352.51** (\$17,610.00 + \$61,742.51).

In addition, St. Ignatius must complete the following items at their expense:

1. Install a new compound meter in a vault south of the new hydrant,
2. Replace the existing 2-inch lead water service on the western frontage of S May Street located at approximately 355 feet south of the south property line of W Taylor Street with a new copper service.
3. Install a backflow preventor for the existing 4-inch water service on the eastern frontage of S May Street located at approximately 471 feet south of the south property line of W Taylor Street. The backflow preventor must be as close as possible to the 4-inch water service connection to the 8-inch water main and inside an above-ground hotbox.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management - Sewer Section

Based on sewer records, the following public sewers, associated structures, and sewer easement reservations are present within and adjacent to the area proposed for vacation:

- a) A 12-inch sewer running east-west within the area of proposed vacation.
- b) A 24-inch sewer running north-south within the area of proposed vacation.
- c) Sewer easement in vacated W 11th St from the east line of S May to the west line vacated S Aberdeen St per Ordinance passed July 7, 1960. There is a 12-inch sewer within this easement reservation.
- d) Sewer easement in vacated S May St per Ordinance passed April 11, 2007 from W Roosevelt Rd to approximately 300 feet north of the north line of W Roosevelt Rd. There is a 24-inch lined sewer within this easement reservation.

To approve the proposed vacation, the following requirements must be met:

1. Since the sewers listed above shall solely serve the Beneficiary, the Beneficiary must assume ownership of all the sewers and appurtenances listed above.
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. Since the sewers in the easements of c) shall solely serve the Beneficiary, the DWM shall release the easement reservations and the beneficiary must assume ownership of all the sewers and appurtenances listed above.
4. A manhole must be installed within the Right of Way of S May St. to delineate between the private sewer within the area of the proposed vacation and the public sewer.

OUC File No. VD-123274

April 26, 2024

Page 3 of 3

5. Since the sewers in the easements of d) shall solely serve the Beneficiary; This sewer and sewer appurtenances were lined in 2012 and not fully amortized. The estimated unamortized cost for this lining is \$93,255.60. The DWM shall release the easement reservations when a certified check in the amount of \$93,255.60, payable to the City of Chicago, must be hand delivered to the Department of Buildings, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter. The beneficiary must assume ownership of all the sewers and appurtenances listed above.
6. 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.
7. It is the owner's / developer's responsibility to provide proper drainage in the areas to be developed. When the final plans are available, the owner's / developer's engineering staff must discuss those plans with Sewer Section Engineering Personnel. The plans must be submitted through the OUC-EFP review process.
8. In the event that the Beneficiary is unable to complete the sewer installations in the proposed relocated cul-de-sac, a deposit is required from which the DWM-Sewer may complete the sewer work. The required deposit amount for the Sewer Section is **\$65,604.12**. This estimate is 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 in the amount of **\$65,604.12**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter.
9. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed area, must be submitted for review and installed at the expense of the beneficiary.
10. 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 or Anupam Verma at 312-742-7108.

Very truly yours,

Randy Conner ^{JV}

Randy Conner
Commissioner

Exhibit "D".

April 12, 2024.



CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

April 12, 2024

St. Ignatius College Prep
1076 W Roosevelt Road
Chicago, Illinois 60607

Attention: John Chandler
President

**SUBJECT: Proposed Street Vacation
New Cul-de-Sac
S May Street – W Taylor Street to 480 feet S of W Taylor Street
BES Project No. 24-01:263
VD No. 123274**

Mr. Chandler:

This correspondence is in response to the request to vacate S May Street at the subject location to accommodate the construction of Sodality Hall. Final plans for the proposed development must be submitted for DWM review and approval prior to construction. This letter is not an approval for the construction of or water service to the proposed Sodality Hall.

The Department of Water Management - Water Section

This Department will be performing sewer facility adjustments within the subject project limits. Please contact the Force Account Construction Manager at FACM@dwwpmo.net to coordinate construction. St. Ignatius's contractor must not begin work until the sewer facility adjustment work is completed by DWM.

This Department maintains an existing 8-inch water main located at approximately 19 feet east of the west property line of S May Street and an existing fire hydrant on the western frontage of S May Street located at approximately 480 feet south of the south property line of W Taylor Street, both of which are located within the proposed vacation limits.

In order to accommodate the proposed street vacation, St. Ignatius College Prep must take ownership and maintenance of approximately 155 feet of the abovementioned 8-inch water main and the fire hydrant within the vacated area. Private fire hydrants must be painted federal safety green. The Department of Water Management must also install a new fire hydrant at approximately 320 feet south of the south property line of W Taylor Street to be owned and maintained by the DWM to allow for flushing of the public water main. The estimated cost to install this fire hydrant is **\$17,610.00**, based on *regular* time. The DWM will be responsible for obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, traffic control, pipe work, supplying all water main pipe, valve operations, engineering design services, and water quality services, but St. Ignatius College Prep shall be responsible for all final restoration to CDOT standards. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15 foot dimension intersects a crosswalk, driveway or similar feature.

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St. Ignatius College Prep
April 12, 2024

Please note that this estimate is based on current rates for labor (regular time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. Should it be determined that the fire hydrant cannot be installed at the proposed location, St. Ignatius College Prep will be responsible for all additional costs associated with installing the fire hydrant.

The existing 8-inch water main that DWM is relinquishing ownership of was installed in 2013 and as such, is not fully amortized. The total fixed unamortized cost for this 8-inch water main is **\$61,742.51**, which DWM must be reimbursed.

A deposit in the amount of **\$79,352.51** (\$17,610.00 + \$61,742.51) payable to the City of Chicago is required. In order to receive an invoice for this deposit, send a copy of this letter to BPermits@cityofchicago.org via email. Print two (2) copies of each invoice and bring the invoices for payment to a City of Chicago payment center. Once payment has been made, the applicant should forward a copy of the receipt, stamped invoice, and copy of this letter to BPermits@cityofchicago.org. Upon receipt of the proof of payment, DWM will respond with copy of the BPermit.

Before the DWM can install the proposed fire hydrant and transfer the ownership of the abovementioned facilities to St. Ignatius College Prep, St. Ignatius College Prep's contractor shall perform the following:

- Install a compound meter in a meter vault south of the abovementioned proposed fire hydrant. DWM will coordinate the location of the hydrant and meter vault with St. Ignatius College Prep's consultant.
- Entirely replace the existing 2-inch lead water service on the western frontage of S May Street located at approximately 355 feet south of the south property line of W Taylor Street with a new copper service.
- Install a backflow preventor for the existing 4-inch water service on the eastern frontage of S May Street located at approximately 471 feet south of the south property line of W Taylor Street. The backflow preventor must be as close as possible to the 4-inch water service connection to the 8-inch water main and inside an above-ground hotbox.

Please contact the Department of Buildings, Plumbing Permit and Plan Section at (312) 744-7060 or by email Bpermits@cityofchicago.org regarding the proposed water service connection for the building and all the work mentioned above. Per the Municipal Code, meters shall be installed before the building is connected to the water system. All new water services must be compliant with Title 35 of the Illinois Environmental Protection Agency (IEPA). The meter vault and hot box locations must be submitted for review and approval to the Chief Plumbing Inspector, Denis E. Riordan, at Denis.Riordan@cityofchicago.org.

Any traffic and pedestrian protection structures such as canopies, scaffolding, jersey walls, construction barricades, etc., which are located within 10 feet of water main facilities will restrict this Department's continuous access to its facilities for maintenance or repair work. Therefore, should this Department require access to its existing facilities, the St. Ignatius College Prep will be responsible for either removing the traffic and pedestrian protection structures or performing any necessary excavation required to provide this Department safe access to its existing facilities within 24-hour notice. Traffic and pedestrian protection structures must be installed to allow for complete accessibility to all DWM facilities, including fire hydrants, valve basins, sewer manholes, and catch basins.

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St. Ignatius College Prep
April 12, 2024

All new sewer installations or reused sewers must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced or reused sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

Proposed trees must not be planted within 5 feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth discussed above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, movable planting containers that can be relocated by the owner of the plantings in the event that access to the water main is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above-mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and grass restoration.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Under new State of Illinois requirements, partial lead service line replacements are not allowed. Therefore, if your project requires lead service line replacements (or if this replacement is triggered by repair work undertaken as part of your project) this work will be performed by DWM (or by DWM contractors). The DWM costs for this replacement shall be assigned to the applicant as part of your project costs.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, St. Ignatius College Prep will be held responsible for the cost of repairing or replacing them.

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St. Ignatius College Prep
April 12, 2024

Please note that the details described above are valid for 90 days from the date of this letter, after which time, St. Ignatius College Prep will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact Bureau of Engineering Services at 312-744-5070.

Sincerely,

Randy Conner

Randy Conner
Commissioner

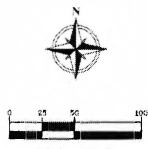
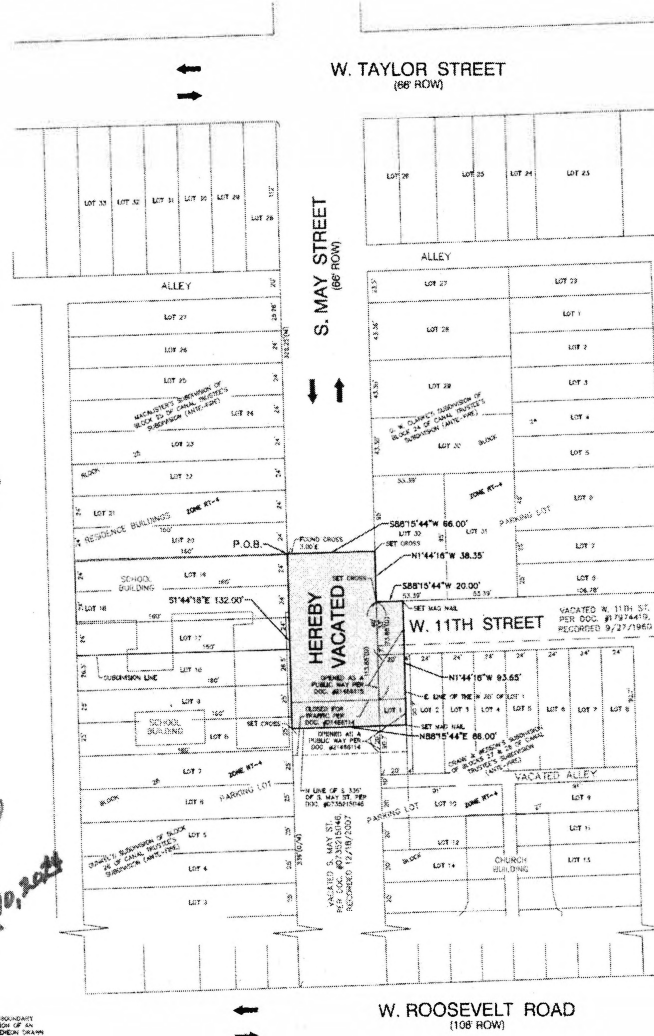
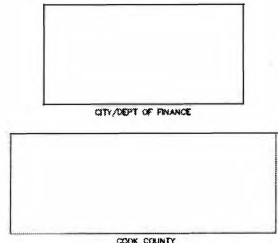
IELK

Email cc: DOB Plan Desk
Denis E. Riordan, Chief Plumbing Inspector

EXHIBIT "A" PLAT OF VACATION

LEGAL DESCRIPTION:

THAT PART OF S. MAY STREET 66 FOOT TO 86 FOOT WIDE PUBLIC RIGHT OF WAY AS DEDICATED BY ORDINANCE PASSED JULY 7, 1960 AND RECORDED SEPTEMBER 27, 1960 AS DOCUMENT NUMBER 173487...



SURVEYOR'S CERTIFICATE:

PLAT OF LOTS: COUNTY OF COOK, IL. THIS IS TO CERTIFY THAT HNK ENGINEERING, LLC, HAS MADE A RECONCILE SURVEY AS SHOWN ON THE ATTACHED PLAT...

BY: [Signature] SURVEYOR



LEGEND: RESURVEYED SUBDIVISIONS, M - MEASURED DIMENSIONS, ALN - ALIGNED DIMENSIONS, TRAFFIC FLOW, HEREBY VACATED, ADJ. LOT LINE, BOUNDARY LINE, BUILDING LINE

AFFECTED PINS table with columns for Lot No., Pin No., and Pin Description.

SURVEYOR'S NOTES: FIELD WORK COMPLETED OCTOBER 24, 2023. CHECK FOR NEAREST TO DATE MEASUREMENTS IN THE SURVEY RECORDATION, DOCUMENTATION, SURVEY DATA SHEET, AND RECORDATION.

CDOT #: 17-25-22-4024

PREPARED FOR: [Client Name] MAIL TO: [Client Address]



Table with columns: DRAWN BY, CHECKED BY, APPROVED BY, SCALE, PROJECT NUMBER, DATE, PAGE.

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, October 9, 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 September 18, 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

AAMCO Transmissions And Total Car Care Center.

[O2024-0011343]

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 AAMCO Transmissions and Total Car Care Center, 5650 North Western Avenue, Chicago, Illinois 60659, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 5650 North Western Avenue.

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

—

All American Village And Rehabilitation Center.

[O2024-0012178]

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 All American Village and Rehabilitation Center, 5448 North Broadway, Chicago, Illinois 60660, 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.

—

All 4 Dirty Paws, Inc./Amanda Cascallares.

[O2024-0012074]

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 All 4 Dirty Paws, Inc./Amanda Cascallares, 4413 North Central Avenue (Property Owner: Toca Casto LLC), 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.

Appleway Condo Association.

[O2024-0011286]

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 Appleway Condo Association from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 3940 West 63rd Street, Chicago, Illinois.

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

—

Breakthrough.

[O2024-0012251]

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 Breakthrough of 3346 -- 3348 West Carroll 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.

—

Choforo Auto Repair/Honorio Martinez.

[O2024-0011308]

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 Honorio Martinez of Choforo Auto Repair from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 3519 North Cicero Avenue.

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

Cuppycakes Early Learning Center.

[O2024-0009733]

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 Cuppycakes Early Learning Center, 5012 North Sheridan Road, Chicago, Illinois 60640, 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.

DANVMAR LLC, Doing Business As VMB Automotive Repair Team I.

[O2024-0011255]

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 DANVMAR LLC, doing business as VMB Automotive Repair Team I, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 2845 West Belmont Avenue.

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

Development Group LLC North Side Branch.

[O2024-0012210]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Development Group LLC North Side Branch the premises of 2479 -- 2481 North Milwaukee Avenue (Property Owner: F.S. Brothers LLC) (Property Index Number: 13-25-31-5048-0000) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

Drive Away Motors, Inc.

[O2024-0011561]

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 Drive Away Motors, Inc. of 2722 -- 2732 North 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 upon its passage and publication.

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Emil Repair, Inc.

[O2024-0011252]

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 Emil Repair, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 4114 West Armitage Avenue.

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

—

Extra Space Management, Inc. DDA Life Storage.

[O2024-0012151]

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 Extra Space Management, Inc. DDA Life Storage, 6542 North Clark Street, Chicago, Illinois 60626, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 6542 North Clark Street.

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

Guardian Heating And Cooling LLC/Laura Brown.

[O2024-0012073]

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 Guardian Heating and Cooling LLC/Laura Brown from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address at 3950 North Elston Avenue.

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

—

La Pasadita.

[O2024-0012160]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt La Pasadita on the premises 1140 North Ashland Avenue (Property Owner: David Espinoza) (Property Index Number: 17-06-408-010-0000) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

—

Lawrence Gateway.

[O2024-0011344]

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 Lawrence Gateway, 2923 West Lawrence Avenue, Chicago, Illinois 60625, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 2923 West Lawrence Avenue.

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

Lincoln Wilson Collision Center, Inc.

[O2024-0011146]

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 Lincoln Wilson Collision Center, Inc., 5626 North Western Avenue, Chicago, Illinois 60659, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 5626 North Western Avenue.

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

Little Feet Big Steps No. 1.

[O2024-0012035]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Little Feet Big Steps Number 1, 2100 West Devon 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.

MARVDAN LLC, Doing Business As VMB Automotive Repair Team II.

[O2024-0011254]

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 MARVDAN LLC, doing business as VMB Automotive Repair Team II, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 3215 North California Avenue.

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

Neon Hand Car Wash.

[O2024-0011253]

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 Neon Hand Car Wash from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 2933 North Elston Avenue.

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

Oak-Larrabee LLC.

[O2024-0011571]

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 Oak-Larrabee LLC, 955 North Larrabee Street, Chicago, Illinois 60610, 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.

Olympic Store Fixtures, Inc.

[O2024-0011523]

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 Olympic Store Fixtures, Inc., 4740 South Cicero 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.

Marcin Orpik.

[O2024-0012141]

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 Marcin Orpik, 6525 South Blackstone Avenue, Chicago, Illinois 60637, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 6525 South Blackstone Avenue.

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

South Shore Chamber Community Development Corporation.

[O2024-0011899]

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 South Shore Chamber Community Development Corporation, 2309 -- 2317 East 71st Street, Chicago, Illinois 60649, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 2309 -- 2317 East 71st Street.

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

TKB Bassi Funeral Service, Inc.

[O2024-0011040]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt TKB Bassi Funeral Service, Inc., 6938 West North Avenue, Chicago, Illinois 60707, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

TRP 2136 Ashland LLC.

[O2024-0012199]

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 TRP 2136 Ashland LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 1609 West 21st Place, Chicago, Illinois 60608.

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

Westwood JV LLC.

[O2024-0012481]

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 Westwood JV LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 2406 West Eastwood Avenue.

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

1100 Grand Chicago LLC.

[O2024-0012275]

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

1100 Grand Chicago LLC, 1100 West Grand Avenue, Chicago, Illinois 60642, 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.

4454 North Western LLC.

[O2024-0012482]

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 4454 North Western LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 4456 North Western Avenue/2405 West Sunnyside Avenue.

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

4701 North Clark Street, Inc.

[O2024-0012462]

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 4701 North Clark Street, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 4701 North Clark Street.

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, October 9, 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 September 18, 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

Barrett Homes LLC.

[O2024-0012487]

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 the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Barrett Homes LLC of 405 West Armitage Avenue, Chicago, Illinois 60614, from the Municipal Code provision prohibiting alley access to any parking lot or garage if the capacity of that lot or garage is in excess of six spaces.

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

—

Kimball Daycare Center.

[O2024-0011236]

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 Kimball Daycare Center located at 1636 North Kimball Avenue; 1639 North Kimball 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, October 9, 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 September 18, 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, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

3600 Block Of N. Linder Ave., From W. Addison St. To W. Waveland Ave., To Be Known As "Leticia 'Lety' Cortez-Ramos Lane".

[O2024-0012259]

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 be directed to install honorary street-name signs to honor Leticia Cortez-Ramos on the 3600 block of North Linder Avenue, from West Addison Street to West Waveland Avenue, as "Leticia 'Lety' Cortez-Ramos Lane".

SECTION 2. This ordinance shall take effect on passage and publication.

N. Menard Ave., Between W. Division St. And W. Potomac Ave. (1200 -- 1259 N. Menard Ave.), To Be Known As "Honorary Willie Ferba, Jr. Way".

[O2024-0011250]

WHEREAS, Willie Ferba, Jr. was born in Dallas, Alabama, on September 26, 1927, to Amelia Bular and Willie Ferba. Willie settled in Chicago when he was 9 years old; and

WHEREAS, Willie joined the United States Army Air Corps at the age of 19 and fought in World War II as a technician in Red Tails; and

WHEREAS, Willie dedicated his life and resources to CAPS (Chicago Alternative Policing Strategy) where he received a variety of badges in honor of his service; and

WHEREAS, Served as a chaplain of the VFW Hall; and

WHEREAS, Willie passed away peacefully on Saturday, April 15, 2023 at his home in Chicago; 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 standardization of North Menard Avenue, between West Division Street and West Potomac Avenue (1200 -- 1259 North Menard Avenue) as "Honorary Willie Ferba, Jr. Way".

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

W. 18th St., Between S. Sangamon St. And S. Peoria St., To Be Known As "Petra 'Ma' Villanueva Gaitán Way".

[O2024-0012279]

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 West 18th Street, between South Sangamon Street and South Peoria Street, as "Petra 'Ma' Villanueva Gaitán Way".

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

Northeast Corner Of N. Halsted St. And W. Belmont Ave., To Be Known As "Rich Pfeiffer Parade Way".

[O2024-0011169]

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 the northeast corner of North Halsted Street and West Belmont Avenue, installing one sign on the northeast corner, as "Rich Pfeiffer Parade Way".

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

S. Loomis Blvd., From W. 62nd St. To W. 63rd St., To Be Known As "Annie Mae Patterson Lane".

[O2024-0012129]

WHEREAS, Annie Mae Patterson has left an indelible mark on the Englewood community spanning seven decades. Her unwavering dedication, hard work, and commitment have positively influenced numerous individuals and the community at large; and

WHEREAS, Mrs. Patterson has been a steadfast source of strength and support in Englewood from a young age. Since February 1951, she has been actively involved in various initiatives aimed at enhancing the quality of life for all residents. Her endeavors encompass diverse fields such as education, healthcare, social services, and local development; and

WHEREAS, Among her many notable contributions is the welcoming of the homeless into her home, active community engagement, and diligent efforts to maintain the cleanliness and safety of 62nd and Loomis. Regular participation in Chicago Alternative Policing Strategy ("CAPS") meetings allowed her to bring valuable insights back to the neighborhood. Through her tireless efforts, she played a pivotal role in establishing the New Birth Church of God in Christ on 69th and Laflin. Serving as a deaconess and on the Mother's Board, she spearheaded fundraising efforts that led to the mortgage being paid off within four years. Her exemplary leadership and visionary approach have inspired numerous individuals, showcasing her exceptional ability to unite people towards a common goal; and

WHEREAS, As her child, I have personally witnessed the profound impact of her endeavors. Mrs. Patterson's legacy is one of unwavering service, deep dedication, and a genuine love for Englewood. She has set an extraordinary precedent for future generations, illustrating that with resolute determination and a generous spirit, one individual can truly effect significant change; and

WHEREAS, This correspondence serves as a tribute to the remarkable life and contributions of Mother Annie Mae Patterson. Her tireless efforts and unwavering commitment have significantly transformed Englewood, and her influence will continue to inspire and uplift the community for generations to come; 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 South Loomis Boulevard, from West 62nd Street to West 63rd Street, as honorary "Annie Mae Patterson Lane".

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

N. Milwaukee Ave., From W. Addison St. To Grayland Metra Station, To Be Known As "Dwight H. Perkins Way".

[O2024-0012264]

WHEREAS, Dwight H. Perkins was a prominent figure known for his significant contributions to the field of architecture, education, and conservation, and having designed several landmark buildings throughout the city; and

WHEREAS, Dwight H. Perkins' architectural legacy includes Carl Schurz High School, a Chicago Public School in the 30th Ward that is on the National Register of Historic Places ("NRHP") because of its architectural significance; and

WHEREAS, During his time as chief architect for the Chicago Public Schools under Mayor Edward F. Dunne he revolutionized school design by creating functional, inspiring

educational environments, and played a critical role in improving the Chicago Public School System; and

WHEREAS, Dwight H. Perkins also designed the acclaimed Cafe Brauer and the Lincoln Park Zoo Lion House, which have contributed significantly to the city's cultural and historical landscape; and

WHEREAS, Mr. Perkins was a naturalist who was instrumental in establishing the Cook County Forest Preserve system through his work with renowned landscape architect Jens Jensen; and

WHEREAS, The City of Chicago recognizes the importance in honoring such a distinguished individual that left an indelible mark on our community through his professional achievements and civic engagement; now, therefore

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

SECTION 1. Designation. North Milwaukee Avenue spanning from West Addison Street to the Grayland Metra Station, shall be co-named as "Dwight H. Perkins Way".

SECTION 2. Signs. Appropriate signage shall be erected along North Milwaukee Avenue that also denotes the honorary designation as "Dwight H. Perkins Way". The cost of the signs and installation shall be funded by Alderwoman Ruth Cruz's 2024 menu budget.

SECTION 3. Effective Date. This ordinance shall take effect immediately upon its passage and approval by the mayor.

SECTION 4. Maintenance. The designation of West Addison Street as "Dwight H. Perkins Way" shall not affect the existing street names and addresses for official postal services, emergency services, and governmental purposes. The honorary designation is intended solely for cultural and historical recognition.

N. Lincoln Ave., From W. Fullerton Ave. To W. Altgeld St., To Be Known As "Drew Price Way".

[O2024-0012374]

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 North Lincoln Avenue, from West Fullerton Avenue to West Altgeld Street, as "Drew Price Way".

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

5400 To 5500 N. Wayne Ave. To Be Known As "Aldersperson Mary Ann Smith Way".
[O2024-0011967]

WHEREAS, Mary Ann Smith served as Aldersperson of the 48th Ward for 22 years from 1989 to 2011, with a focus on improving the schools, building and preserving affordable housing, safeguarding seniors and people with mental illness, creating parks and playgrounds, rebuilding the Edgewater Branch Library, and improving pedestrian safety through innovative traffic calming and beautification measures that brought businesses, young people and families to the neighborhood; and

WHEREAS, Mary Ann Smith was dedicated to beautification of the 48th Ward, planting trees along the lakefront, along North Broadway and North Clark Street, preserving green spaces throughout the ward and creating new parks; and

WHEREAS, Mary Ann Smith promoted historic preservation, driving the creation of three federally recognized historic districts in the 48th Ward and helping to obtain historic preservation funding to build affordable housing; and

WHEREAS, Mary Ann Smith was a pioneer for LGBTQ+ rights, leading efforts such as the creation of affordable housing for people living with HIV/AIDS and welcoming the LGBTQ+ community as homeowners and business owners to the neighborhood. She was inducted into the LGBT Hall of Fame in 1997; and

WHEREAS, Mary Ann Smith prioritized public safety, empowered block clubs, and oversaw the creation of the city's first traffic circles, speed humps, and bike lanes ensuring resident safety and access to the lakefront; and

WHEREAS, Mary Ann Smith founded Operation Lakewatch, a grassroots effort dedicated to monitoring the cleanliness of Lake Michigan, passing state legislation on water quality in partnership with the state legislature, and working internationally to safeguard and preserve the Great Lakes region; and

WHEREAS, Mary Ann Smith served as chair of the City Council's Committee on Parks, helping to lead an effort to ban smoking at city beaches and secure funding to create playgrounds and community-based public art, one of her favorite community art projects being Indian Land Dancing; and

WHEREAS, Mary Ann Smith continued to serve long after her tenure as aldersperson was over, notably on the Chicago Landmarks Commission and recently on the 48th Ward Zoning Advisory Council; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of 5400 to 5500 North Wayne Avenue as "Aldersperson Mary Ann Smith Way".

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

**COMMITTEE ON ZONING, LANDMARKS
AND BUILDING STANDARDS.**

**REAPPOINTMENT OF JAMES F. ELLIS, JR. AS MEMBER OF PUBLIC BUILDING
COMMISSION.**

[A2024-0012412]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for approval of the reappointment of James F. Ellis, Jr. as a member of the Public Building Commission.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the committee's recommendation was *Concurred In* and the said proposed reappointment of James F. Ellis, Jr. as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JOSE G. MALDONADO AS MEMBER OF PUBLIC BUILDING COMMISSION.

[A2024-0012408]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for approval of the reappointment of Jose G. Maldonado as a member of the Public Building Commission.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jose G. Maldonado as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF DAVID T. WHITTLEY AS MEMBER OF PUBLIC BUILDING COMMISSION.

[A2024-0012409]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for approval of the reappointment of David T. Whittley as a member of the Public Building Commission.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the committee's recommendation was *Concurred In* and the said proposed reappointment of David T. Whittley as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

AMENDMENT OF CHAPTER 14B-15 OF MUNICIPAL CODE BY ADDING NEW SECTION 14B-15-1516 REGARDING LOW-SLOPED ROOF EDGES AND OPENINGS AND MODIFYING SECTIONS 14R-3-306 AND 14R-9-903 REGARDING ROOF REPLACEMENTS AND SKYLIGHTS.

[O2024-0012417]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 14B-15 of the Municipal Code of Chicago is hereby amended by inserting a new Section 14B-15-1516, as follows:

14B-15-1516 Interior Roof Edge For Shafts And Fully Enclosed Courts.

The following language is adopted as a new Section 1516:

"1516 Low-Sloped Roof Edges And Openings.

1516.1 Scope.

Low-sloped roofs shall comply with the applicable requirements in Sections 1516.2 and 1516.3.

1516.2 Roof Edges Adjoining Shafts And Fully Enclosed Courts.

The edges of a low-sloped roof that adjoin a shaft or a court that is enclosed on all sides shall be provided with a parapet, extended masonry, or guard, or any combination thereof, that meets the requirements of Section 1015.

1516.3 Skylights And Other Openings.

All skylights and other openings located in the plane of a low-sloped roof that are not otherwise required to remain open and unobstructed by law shall be either: (i) glazed with wired glass, plain glass, or glass block that is designed to meet the applicable live load requirements for the roof under Section 1607; or (ii) provided with a parapet, extended masonry, or guard, or any combination thereof, that meets the requirements of Section 1015."

SECTION 2. Section 14R-3-306 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

14R-3-306 Reroofing.

The following language shall be inserted as a new Section 306:

"306 Reroofing.

(Omitted text is unaffected by this ordinance.)

306.7 Roof Edges Adjoining Shafts And Fully Enclosed Courts.

When roof replacement is performed, the edges of a low-sloped roof that adjoin a shaft or a court that is enclosed on all sides shall be made to comply with Section 1516.2 of the Chicago Building Code.

306.8 Skylights And Other Openings.

When roof replacement is performed, all skylights and other openings located in the plane of a low-sloped roof that are not otherwise required to remain open and

unobstructed by law shall be made to comply with Section 1516.3 of the Chicago Building Code.

SECTION 3. Section 14R-9-903 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

14R-9-903 Building Elements And Materials.

The provisions of Section 903 of IEBC are adopted by reference with the following modifications:

(Omitted text is unaffected by this ordinance.)

5. Insert a new Section 903.4 to read:

"903.4 Low-Sloped Roof Edges And Openings.

Low-sloped roofs and openings in low-sloped roofs shall be made to comply with Section 1516 of the Chicago Building Code."

SECTION 4. This ordinance shall take effect on January 1, 2025, and shall apply to permit applications submitted on or after that date.

AMENDMENT OF SECTION 17-14-0301-A OF MUNICIPAL CODE BY ALLOWING DESIGNATION OF ALTERNATE MEMBER OF ZONING BOARD OF APPEALS IN EVENT OF VACANCY.

(As Amended)

[SO2024-0010982]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 17-14-0301 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

17-14-0301 Creation And Membership.

17-14-0301-A The Zoning Board of Appeals consists of 5 members and up to 2 alternate members, all appointed by the Mayor, with the consent of the City Council, provided, however that a majority of said members at the time of appointment shall be members of ~~the Illinois Society of Architects~~, the Western Society of Engineers, the Chicago Real Estate Board, the Illinois Society of Professional Engineers, the Cook County Real Estate Board, the Building Manager's Association of Chicago, the Building Construction Employer's Association, or the Chicago Building Trades Council or shall be ~~the~~ an incumbent of the Office of Commissioner of Planning and Development, City Architect, Superintendent of Police, or Corporation Counsel, or shall be a City resident who has had outstanding experience in zoning administration.

If a regular member of the Zoning Board of Appeals is unable to attend a meeting, the chairman or acting chairman of the Zoning Board of Appeals shall designate an alternate member to take that regular member's place or temporarily fill a vacant regular member position, as the case may be. Alternates shall be called on a rotating basis, as they are available. If two regular member positions are vacant simultaneously, both alternate members may be designated by the chairman or acting chairman to temporarily fill those two vacant positions.

Alternate members designated to sit in place of regular members or to temporarily fill a vacant regular member position shall have the same powers and duties and be subject to the same pertinent Code provisions as regular members. When an alternate member has been ~~appointed~~ designated to temporarily fill the position of a regular member, once the regular member is able to return to meetings or the new appointment of the regular member is made, the chairman shall have two options for the alternate member shall continue to sit on any continued applications started at that a prior meeting, with the alternate member in the place of the full regular member, when at subsequent meetings are required until the applications are decided: (i) the alternate member may continue to sit on the continued applications at subsequent meetings until the applications are decided: or (ii) the regular member may take the position at subsequent meetings, provided they have reviewed the application materials and the prior hearing's transcript or video. In no event shall the Zoning Board of Appeals hear any matter within its jurisdiction with more than 5 members.

The Board shall promulgate rules addressing participation in Zoning Board of Appeals meetings by alternate members.

17-14-0301-B Zoning Board of Appeals regular and alternate members ~~serve 5-year terms.~~ shall be appointed to terms of five years and shall hold office until their successors are appointed by the Mayor and consented to by the City Council.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon 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, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whitley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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. 7-F.

(As Amended)

(Application No. 22523T1)

(Common Address: 2600 -- 2610 N. Clark St.)

[SO2024-0011148]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 7-F in the area bounded by:

the public alley north of and parallel to West Wrightwood Avenue; North Clark Street; West Wrightwood Avenue; a line beginning 125.07 feet west of the corner of North Clark Street and West Wrightwood Avenue, as measured along West Wrightwood Avenue, extending north a distance of 130.28 feet to a point 51.53 feet east of the corner of North Clark Street; and the public alley north of West Wrightwood Avenue, as measured along said alley,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Architectural Site Plan; Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 18828 through 18833 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE PROJECT NARRATIVE AND PLANS FOR TYPE-1 ZONING MAP AMENDMENT AT 2600-2610 NORTH CLARK STREET

The Applicant requests a zoning change for the property located at 2600-2610 North Clark Street (the "Property") from the B1-2 Neighborhood Shopping District to the B3-5 Community Shopping District in order to construct a seven (7) story, eighty (80.0) foot tall, transit-oriented, mixed-use building with sixty-six (66) dwelling units on the 2nd through 7th floors, and ten (10) automobile parking spaces, and sixty-six (66) bicycle parking spaces and approximately 3,732 square feet of commercial space on the ground floor (the "Project").

The Property is bordered by North Clark Street to the east, West Wrightwood Avenue to the south, a public alley to the north, and abuts property zoned RM-5 Residential Multi-Unit District to the west.

The Property is along the #22/Clark Street CTA bus route ("Clark Street Bus"), which is a CTA bus line corridor roadway segment listed on Table 17-17-0400-B of the Chicago Zoning Ordinance (the "Ordinance") and, accordingly, is a Transit Served Location. Because of the Property's location on the Clark Street Bus line, the maximum percentage for efficiency units set forth in Section 17-3-0410-A of the Ordinance does not apply here. The proposed development is also subject to the Pedestrian Street Standards of Section 17-3-0500 of the Ordinance.

Lot Area	11,740 square feet
Floor Area Ratio	4.98
Building Area (for FAR calculation only)	58,424 square feet
Density (Lot Area per Dwelling Unit)	167.7 square feet
Number of Residential Units	66 residential units comprised of 28 efficiency units and 38 dwelling units
Commercial Space	3,732 sf
Off-Street Parking	10 parking spaces ⁽¹⁾
Bicycle Parking	66
Setbacks:	
Front (east)	0.0 feet ⁽²⁾
Side (north)	0.0 feet ⁽³⁾
Side (south)	0.0 feet ⁽⁴⁾
Rear (west) ground floor	0.0 feet ⁽⁵⁾
Rear (west) residential floors	6.0 feet, 6.0 inches ⁽⁶⁾
Building Height	80.0 feet to underside of top floor ceiling joist; 87.0 feet, 6.0 inches to rooftop stair enclosure
Off-Street Loading	0 ⁽⁷⁾

The proposed Project requires the following zoning relief in accordance with the review and approval procedures set forth in Section 17-13-0303-D of the Ordinance (Optional Administrative Adjustment and Variation):

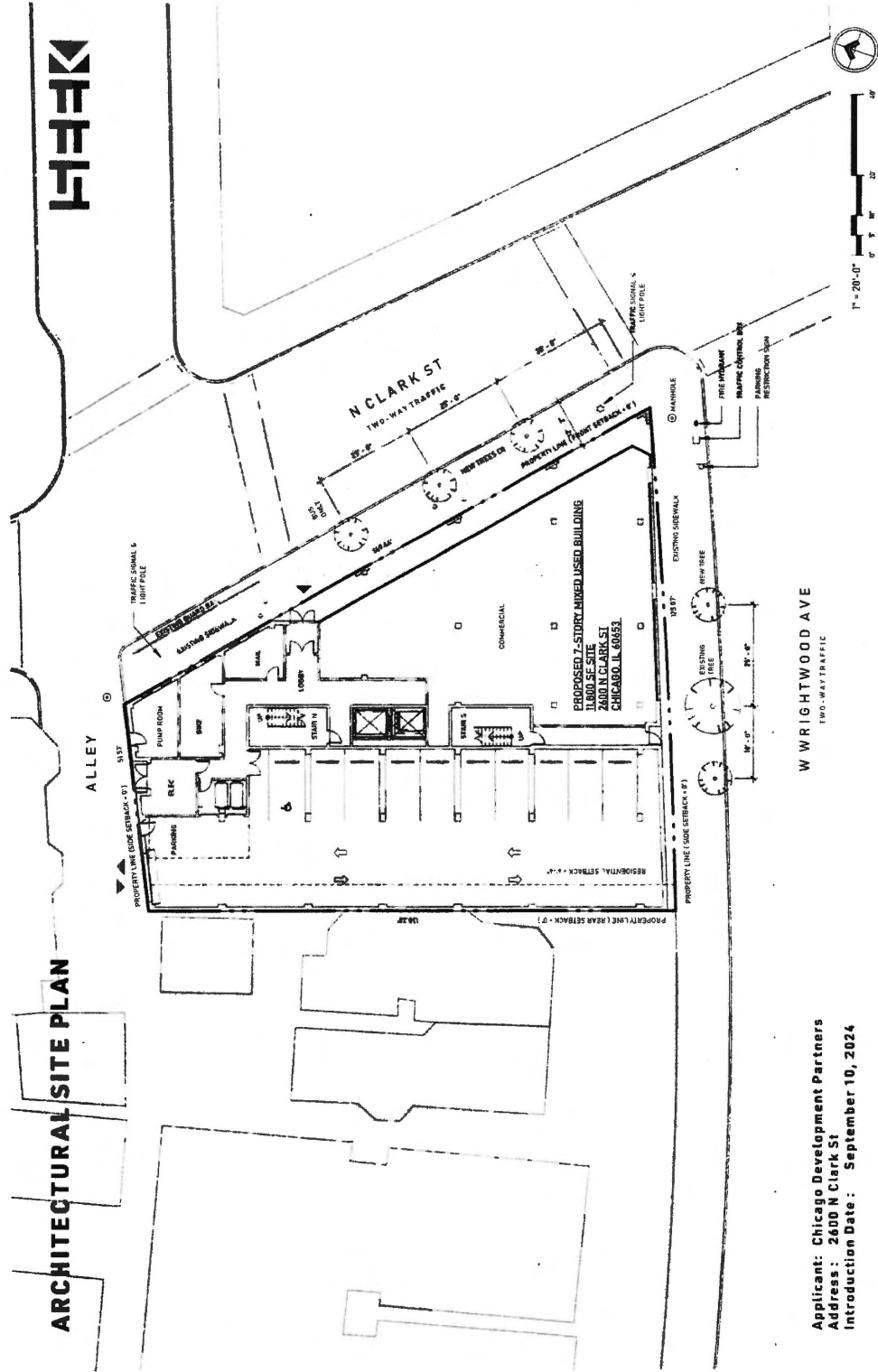
Final for Publication

- (1) An administrative adjustment to reduce the required parking spaces from thirty-three (33) spaces to ten (10) spaces (Section 17-10-0102-B of the Ordinance);
- (2) A variation to reduce the required front yard setback from fifteen (15.0') feet to zero feet (0') (Section 17-13-1101-B of the Ordinance);
- (3) A variation to reduce the north side setback from the required thirteen and one-half feet (13.5') to zero feet (0') (Section 17-13-1101-B of the Ordinance);
- (4) A variation to reduce the south side setback from the required thirteen and one-half feet (13.5') to zero feet (0') (Section 17-13-1101-B of the Ordinance);
- (5) A variation to reduce the rear yard setback on the ground floor level from the required two and one-half feet (2.5') to the proposed zero feet (0') (Section 17-13-1101-B of the Ordinance);
- (6) A variation to reduce the rear yard setback on floors containing residential units from the required thirty feet (30') to the proposed six feet (6'), six inches (6") (Section 17-13-1101-B of the Ordinance);
- (7) A variation to reduce the off-street loading berth from the required one (1) space to the proposed zero (0) spaces (Section 17-13-1101-B of the Ordinance); and
- (8) A variation to reduce the required setback for the stair enclosure (south) from the required seventy feet (70') to thirty-two feet (32'), ten inches (10") from West Wrightwood Avenue (Section 17-13-1101-B of the Ordinance).

Final for Publication

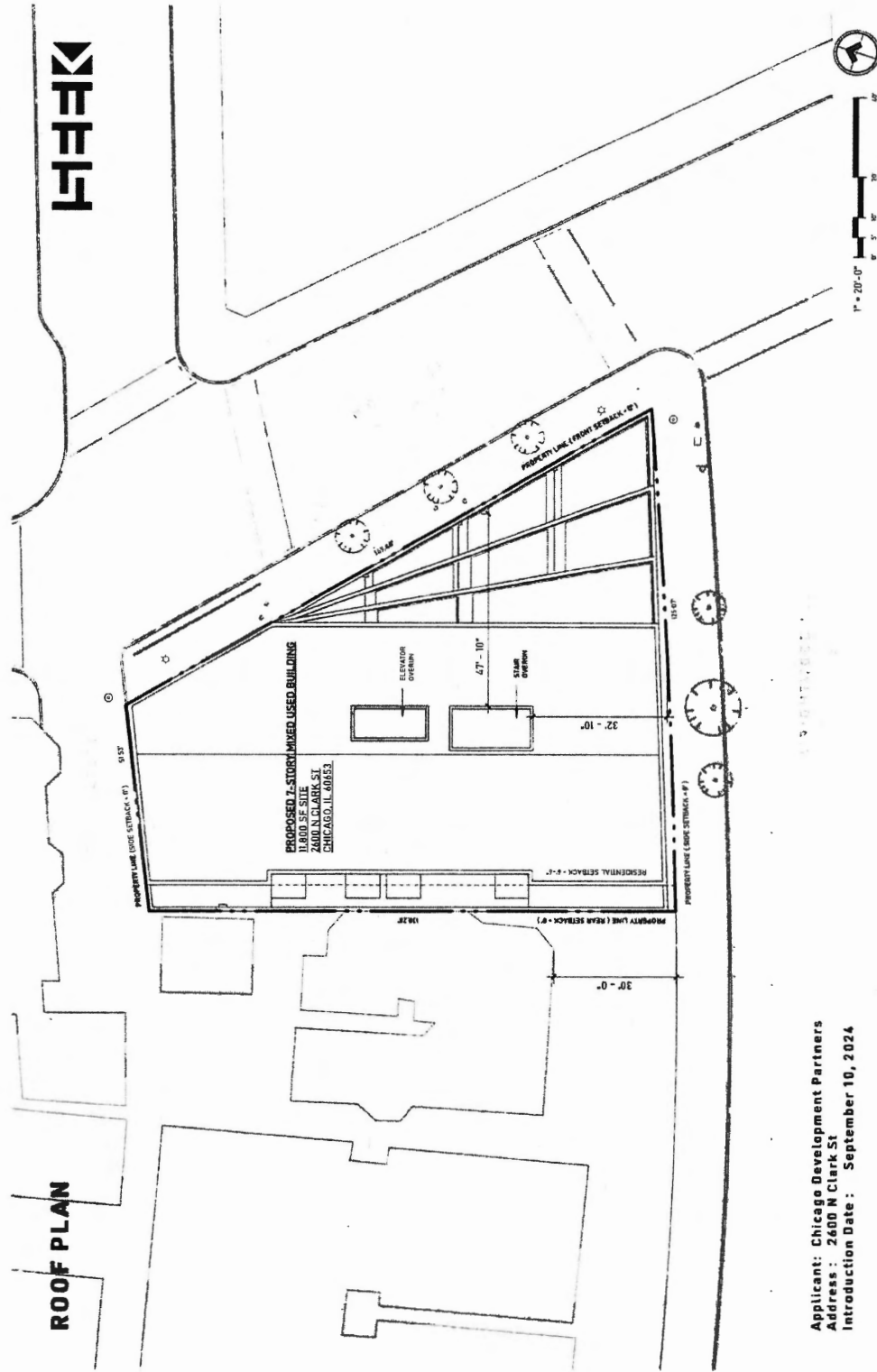


ARCHITECTURAL SITE PLAN



Applicant: Chicago Development Partners
 Address : 2600 N Clark St
 Introduction Date : September 10, 2024

Final for Publication

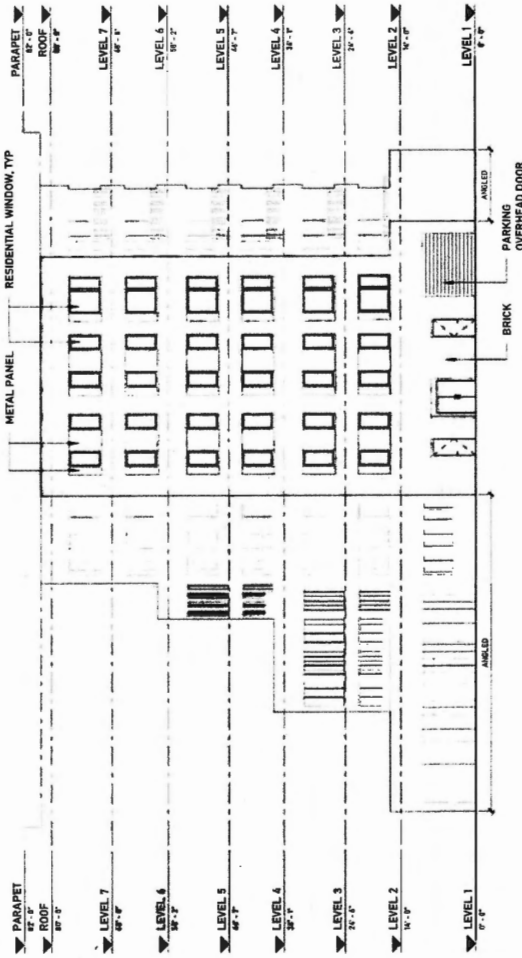


Applicant: Chicago Development Partners
 Address : 2600 N Clark St
 Introduction Date : September 10, 2024

Final for Publication



NORTH BUILDING ELEVATION

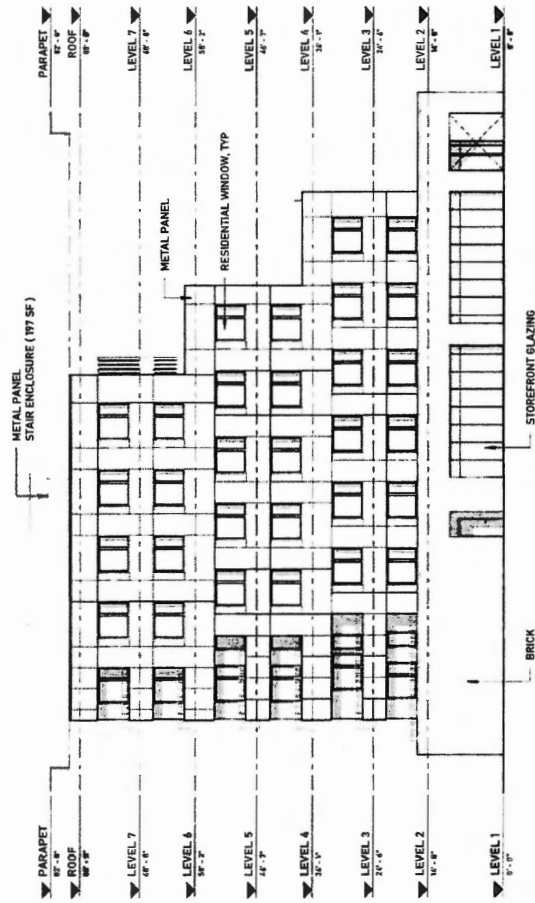


Applicant: Chicago Development Partners
 Address: 2400 N Clark St
 Introduction Date: September 10, 2024

Final for Publication



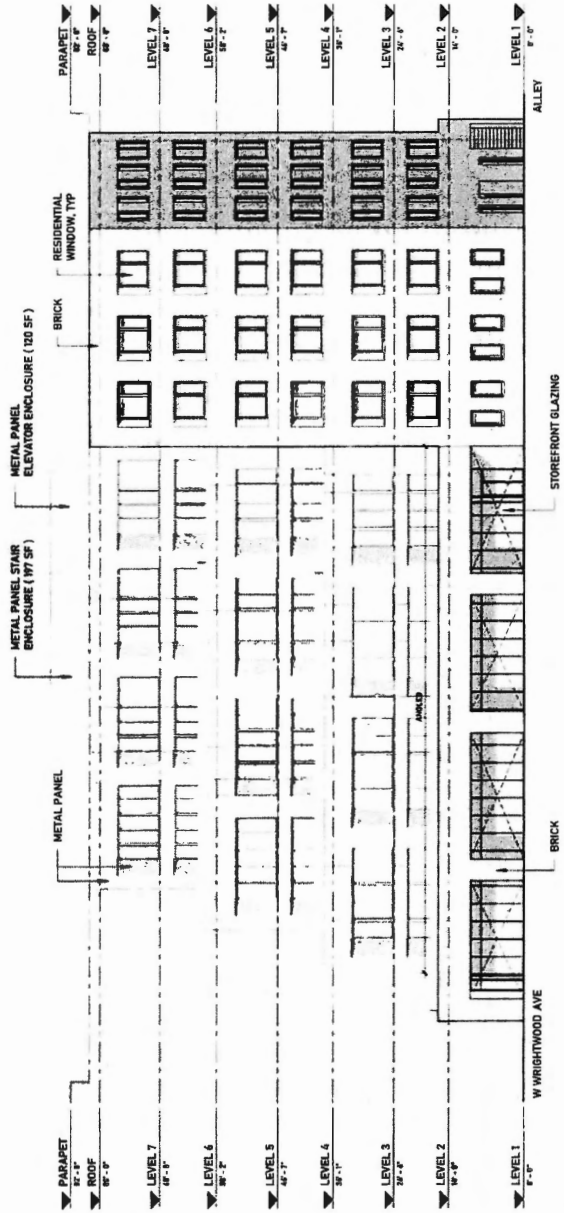
SOUTH BUILDING ELEVATION



Applicant: Chicago Development Partners
 Address: 2600 N Clark St
 Introduction Date: September 10, 2024

Final for Publication

EAST BUILDING ELEVATION

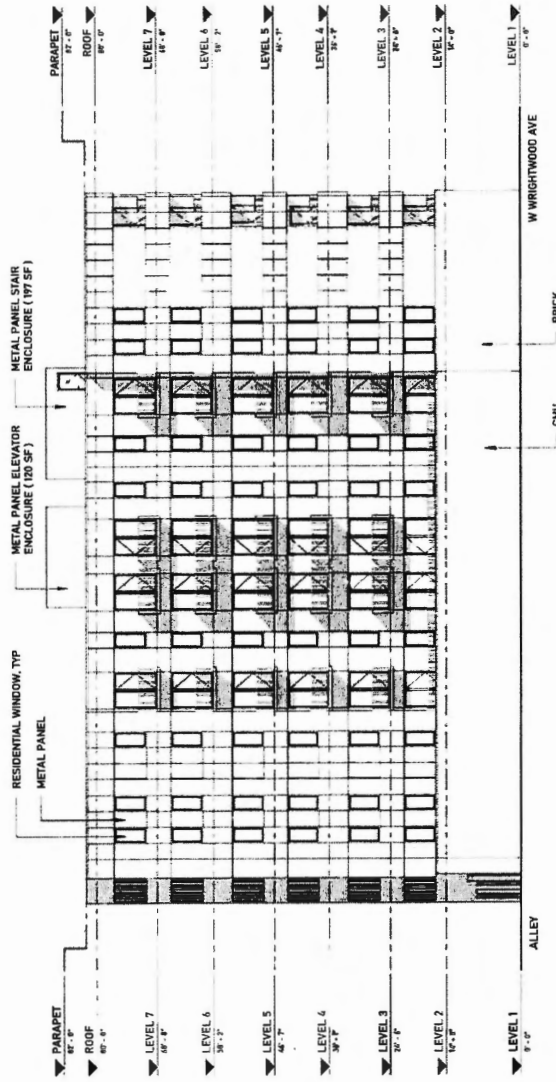


Applicant: Chicago Development Partners
 Address: 2600 N Clark St
 Introduction Date: September 10, 2024

Final for Publication



WEST BUILDING ELEVATION



Applicant: Chicago Development Partners
 Address: 2600 N Clark St
 Introduction Date: September 10, 2024

Reclassification Of Area Shown On Map No. 8-G.
(Application No. 22522)
(Common Address: 3317 S. Morgan St.)

[O2024-0011147]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 8-G in the area bounded by:

a line 154.6 feet north of and parallel to West 33rd Place; the public alley next east of and parallel to South Morgan Street; a line 129.60 feet north of and parallel to West 33rd Place; and South Morgan Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-H.
(As Amended)
(Application No. 22528T1)
(Common Address: 3710 -- 3714 N. Ashland Ave.)

[SO2024-0011153]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 9-H in an area bounded by:

a line 150 feet north of and parallel to West Waveland Avenue; North Ashland Avenue; a line 100 feet north of and parallel to West Waveland Avenue; and the public alley next west of and parallel to North Ashland Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Ground, 2nd, 3rd and 4th Floor Plans; Roof Plan; and Front, Rear, Left and Right Side building elevations attached to this ordinance printed on pages 18836 through 18843 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

TYPE 1 ZONING MAP AMENDMENT: SUBSTITUTE NARRATIVE

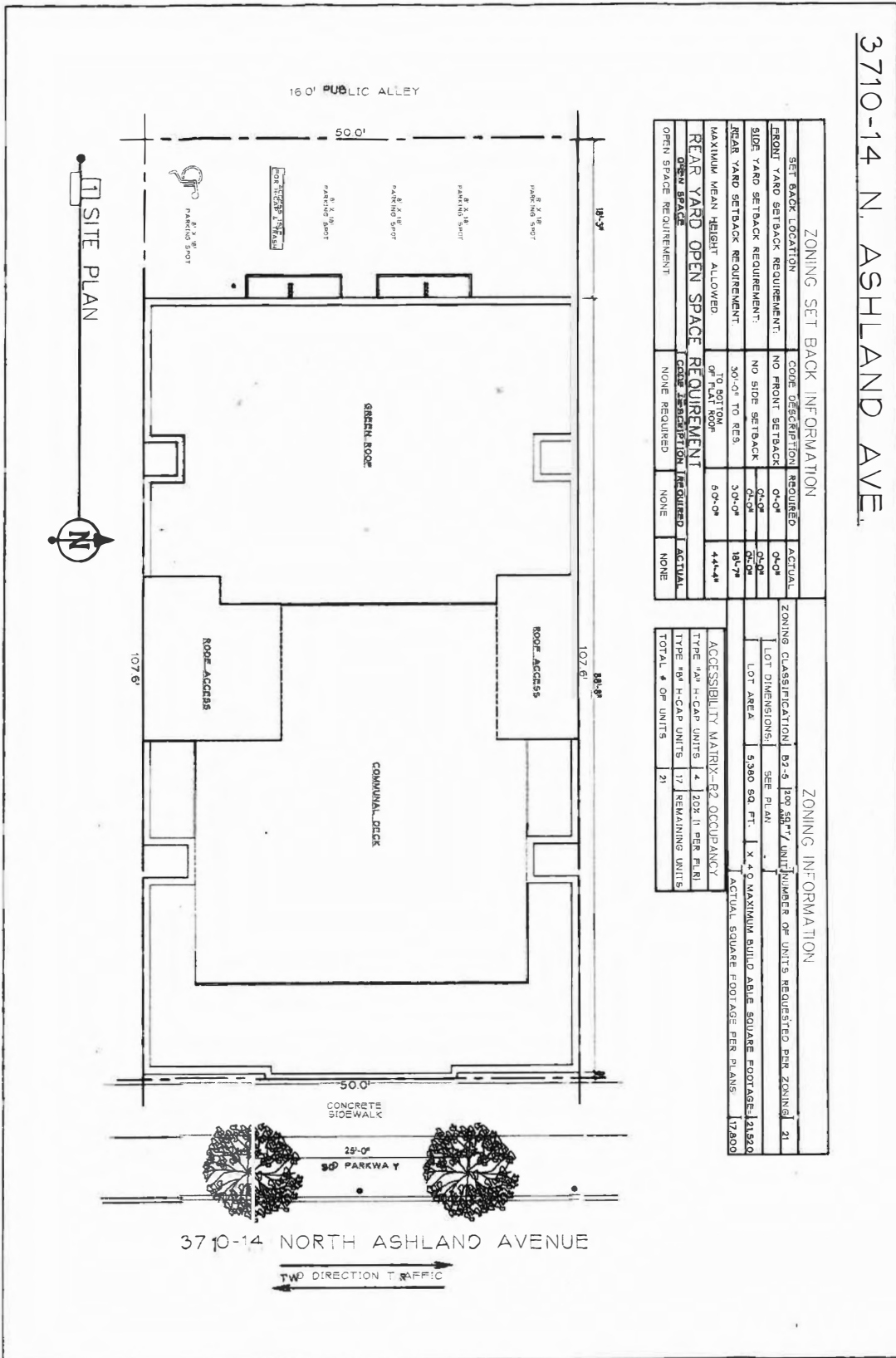
3710-3714 N. ASHLAND AVE., CHICAGO, IL 60613

C1-2 TO B2-5

1. This is a Type 1 Zoning Map Amendment, with administrative adjustments, to modify the current C1-2 Neighborhood Commercial District, to meet the bulk and density standards within the B2-5 zoning. This is to allow for a new 4-story, 21 dwelling unit (7 efficiency, 14 dwelling units) with ground floor retail space, roof top communal deck, green roof, bike parking, and five covered parking spaces. This Type 1 Zoning Map Amendment includes administrative adjustments to reduce the rear setbacks, to reduce the off-street parking (project falls within a TSL rail line station), to modify the building location standard, to modify the window transparency, and to reduce the square footage of the commercial space.
2. 7 Efficiencies/ 21 DU = 33%, which is in excess of the 30% maximum allowed. However, the number of efficiency units can exceed based on 17-3-0410-B Exemption.
 - a) The limits on *efficiency* units do not apply to transit-served developments within 660 feet of a CTA or METRA rail station entrance or exit or a CTA bus line corridor roadway segment listed in Table 17-17-0400-B.
3. Additional Information for Type 1 Zoning Map Amendment:
 - a) Floor area ratio: 3.3. Lot area 5,380sf
 - b) Density: 256.19sf/Dwelling Unit (7 efficiencies, 14 Dwelling Units)
 - c) Off Street Parking: Five covered spaces
 - d) Front Setback: 0'
 - e) Rear Setback: 18'3"
 - f) East Setback: 0'
 - g) West Setback: 0'
 - h) Building Height: 44'
4. Pursuant to section 17-13-0303-D of the Chicago Zoning Ordinance, follows is the additional Information for the Administrative Adjustments:
 - a) Modify the rear yard setback from 30' to 18'3" as allowed under 17-13-1003-I, rear yard setbacks, which allow for an administrative adjustment when the proposed adjustment is necessary to accommodate the construction of customary accessory structures or building additions.
 - b) Modify the wall separation for the front setback from abutting the lot line to being on the lot line as allowed under 17-13-1003-W.
 - c) Reduce the building location standard from abutting the lot line as allowed under and 17-13-1003-P.
 - d) Modify the parking to 5 off-street parking spots as allowed under 17-13-1003EE, which allows the zoning administrator to reduce the off-street parking requirements from the otherwise applicable standards by more than 50% when the project is in a Transit Served Location. This project meets the TSL criteria of being within 2,354.4' from the nearest Brown Line Station, 1816 W. Irving Park Road, Chicago, IL
 - e) Reducing the window transparency for the commercial/office space to by up to 25 percent and modify it to 40 percent for the commercial space, as allowed under 17-13-1003-Q.
 - f) Reducing the minimum ground floor commercial space from 1,345sf to 975sf as allowed under 17-13-1003-X.

Final for Publication

3710-14 N. ASHLAND AVE.

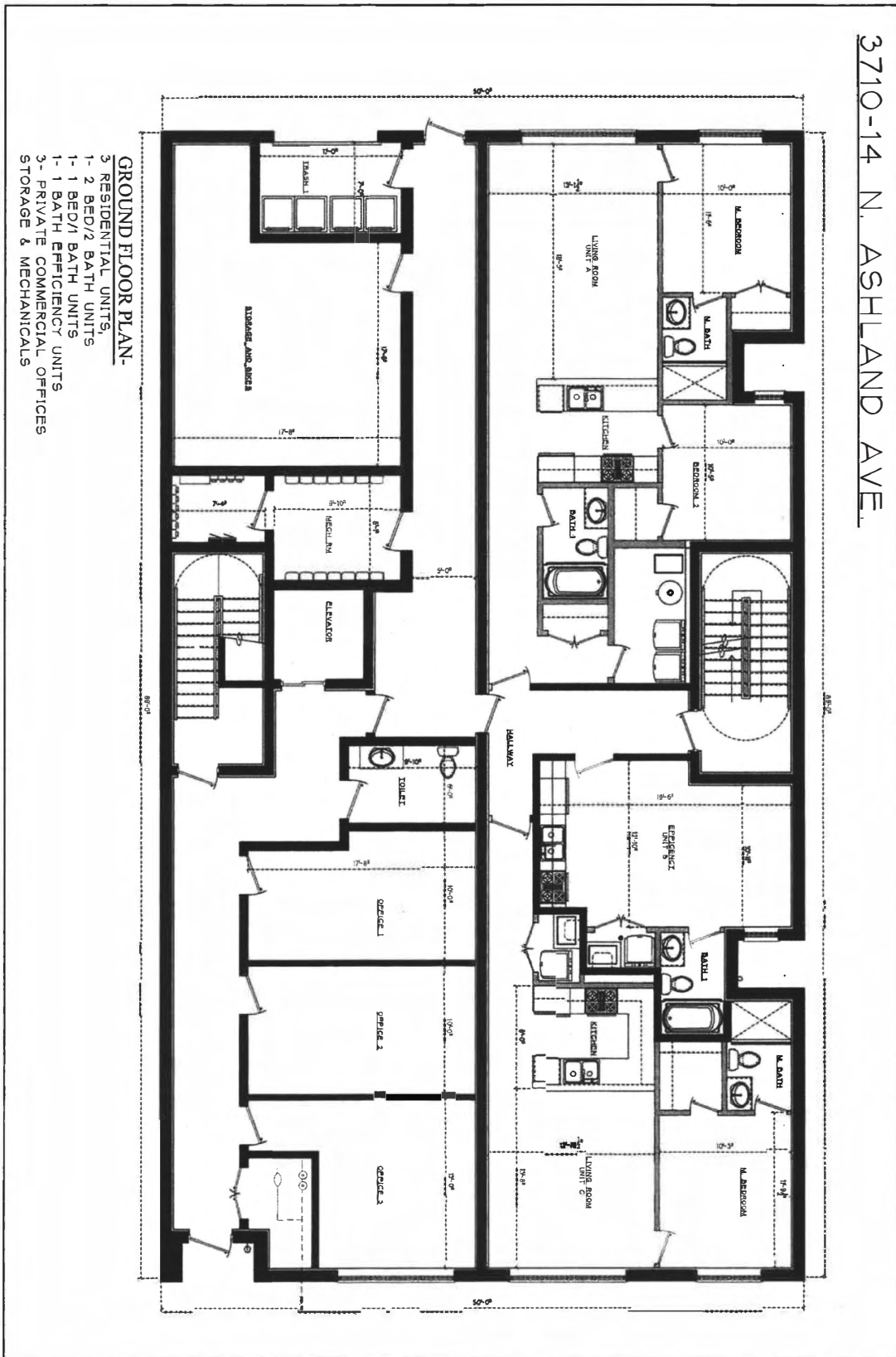


ZONING SET BACK INFORMATION			
SET BACK LOCATION	CODE DESCRIPTION	REQUIRED	ACTUAL
FRONT YARD SETBACK REQUIREMENT:	NO FRONT SETBACK	0'-0"	0'-0"
SIDE YARD SETBACK REQUIREMENT:	NO SIDE SETBACK	0'-0"	0'-0"
REAR YARD SETBACK REQUIREMENT:	30'-0" TO RES.	30'-0"	18'-7"
MAXIMUM MEAN HEIGHT ALLOWED	OF LOT TOP	60'-0"	44'-4"
REAR YARD OPEN SPACE REQUIREMENT	CODE DESCRIPTION	REQUIRED	ACTUAL
OPEN SPACE	NONE REQUIRED	NONE	NONE
OPEN SPACE REQUIREMENT	NONE REQUIRED	NONE	NONE

ZONING INFORMATION				
ZONING CLASSIFICATION	62-5	189.5877 UNIT	NUMBER OF UNITS REQUESTED PER ZONING	21
LOT DIMENSIONS	SEE PLAN			
LOT AREA	5,380 SQ. FT.	X 4.0 MAXIMUM BUILDABLE SQUARE FOOTAGE	21,520	
ACCESSIBILITY MATRIX--R2 OCCUPANCY				
TYPE "A" H-CAP UNITS	4	20X 11 PER PLAN		
TYPE "B" H-CAP UNITS	17	REMAINING UNITS		
TOTAL # OF UNITS	21			
ACTUAL SQUARE FOOTAGE PER PLAN			17,800	

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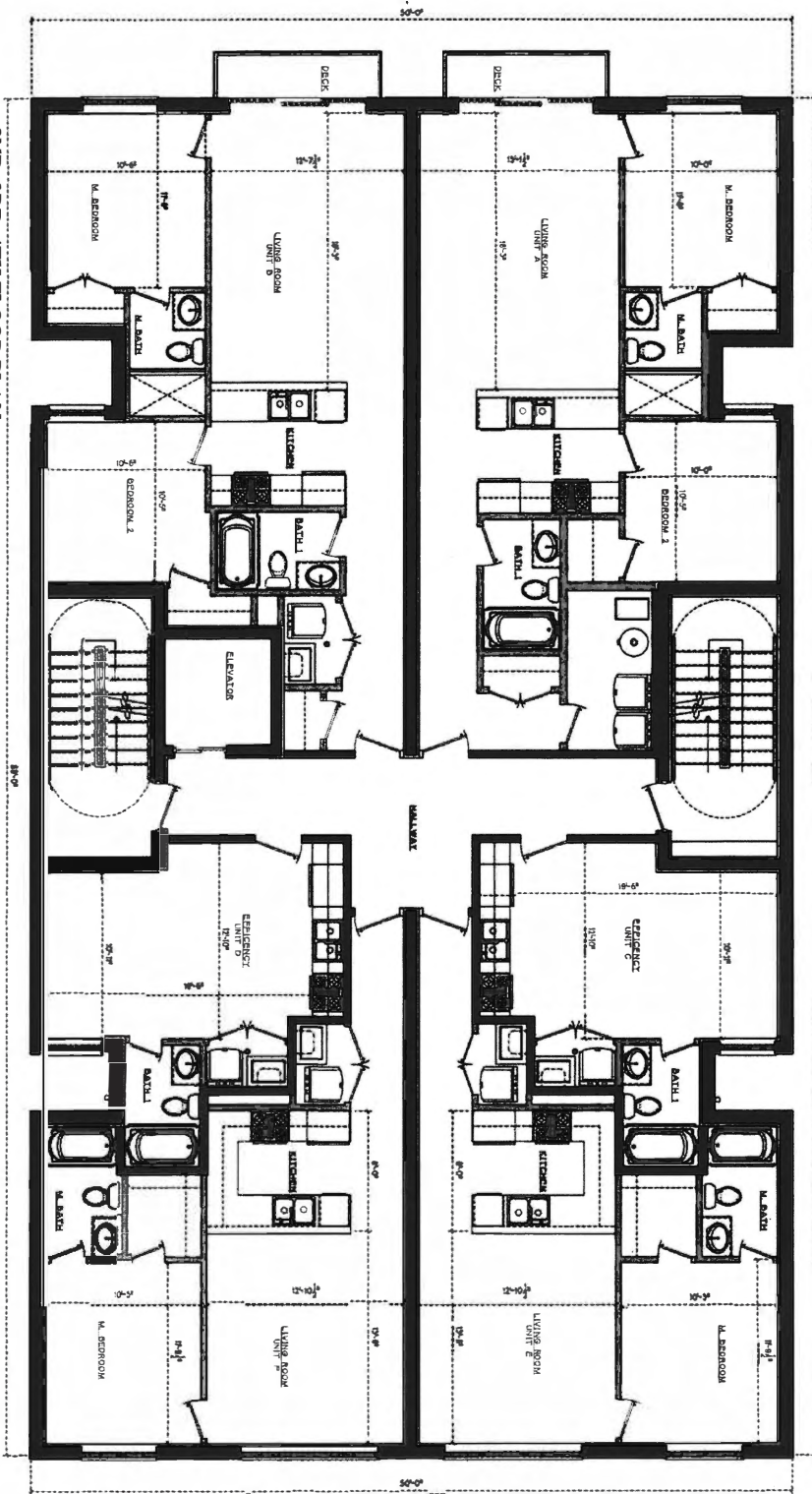
3710-14 N. ASHLAND AVE.



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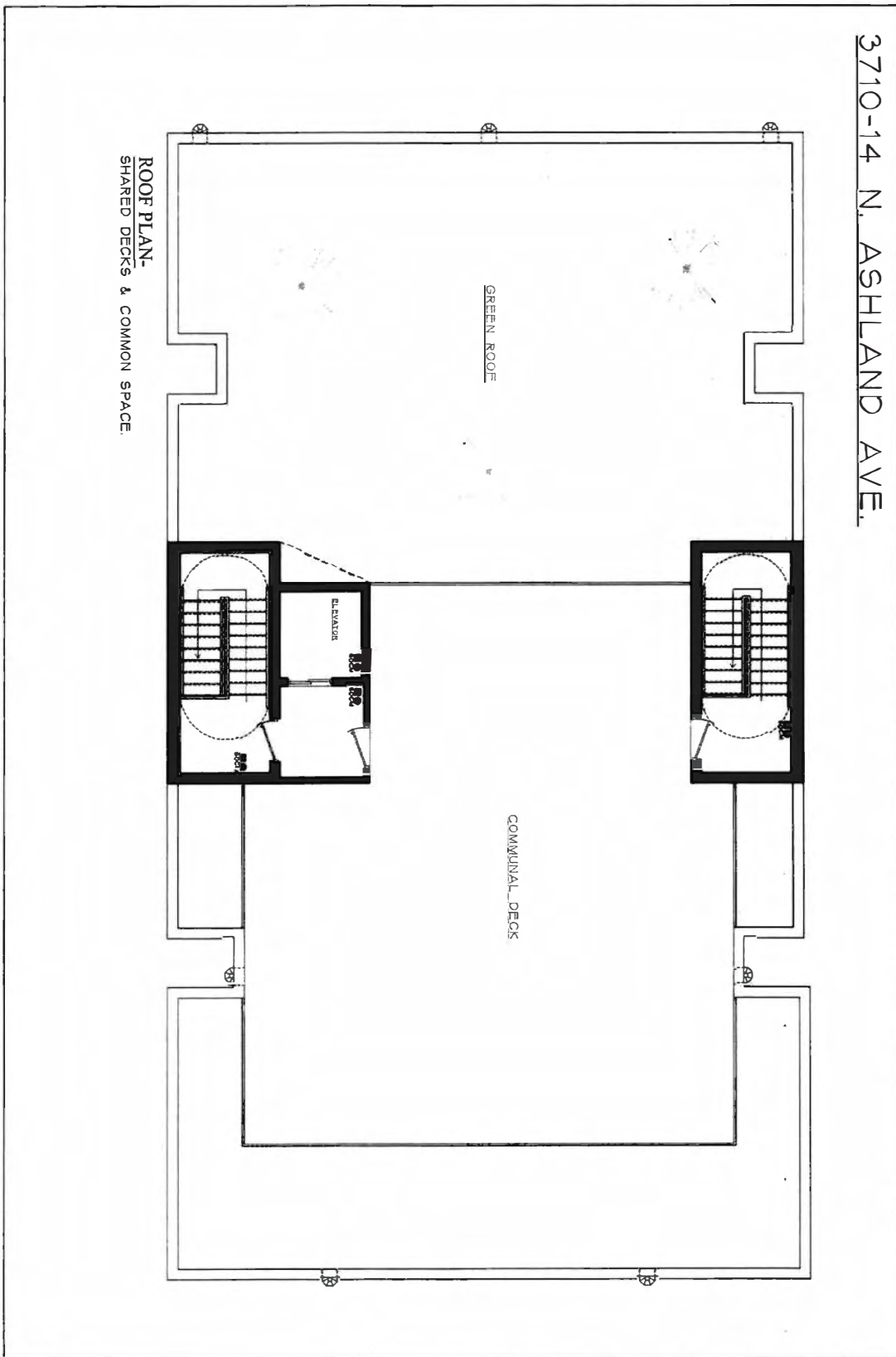
3710-14 N. ASHLAND AVE.

2ND, 3RD, 4TH FLOOR PLAN-
 6 RESIDENTIAL UNITS,
 2- 2 BED/2 BATH UNITS
 2- 1 BED/1 BATH UNITS
 2- 1 BATH EFFICIENCY UNITS



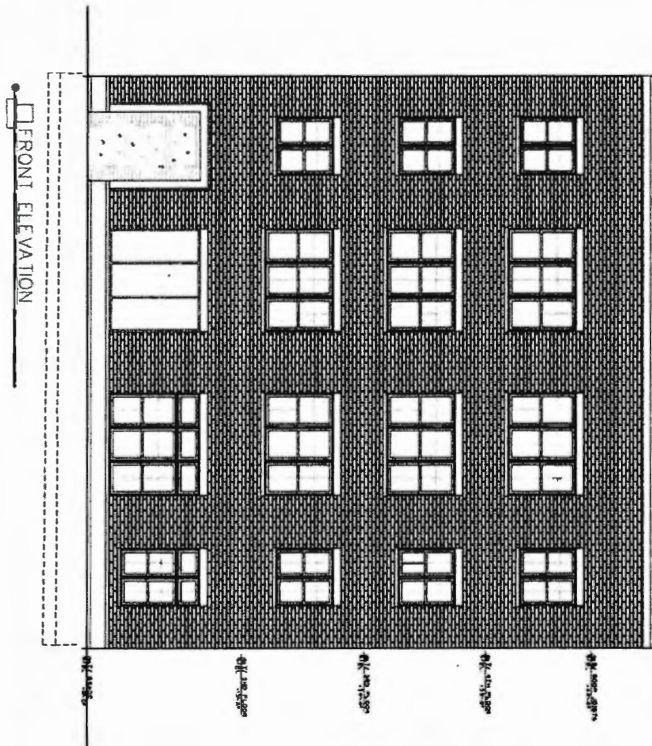
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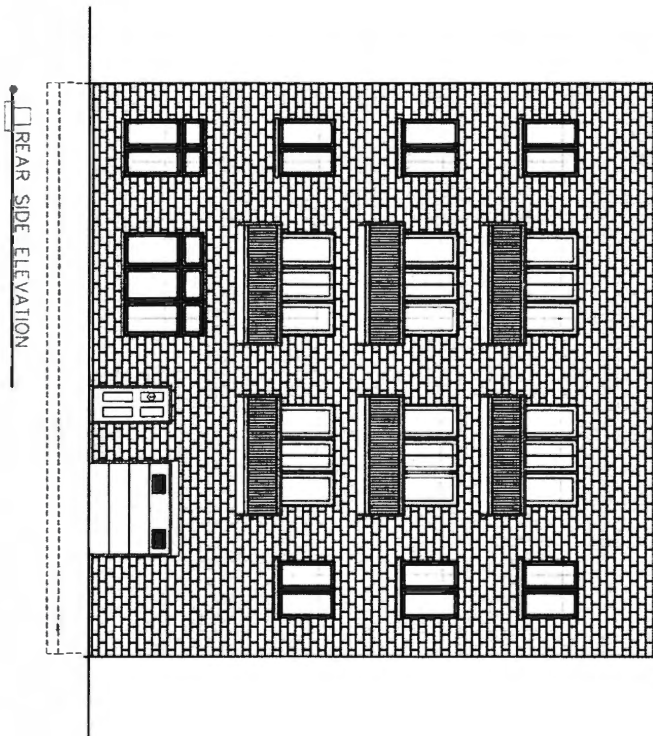
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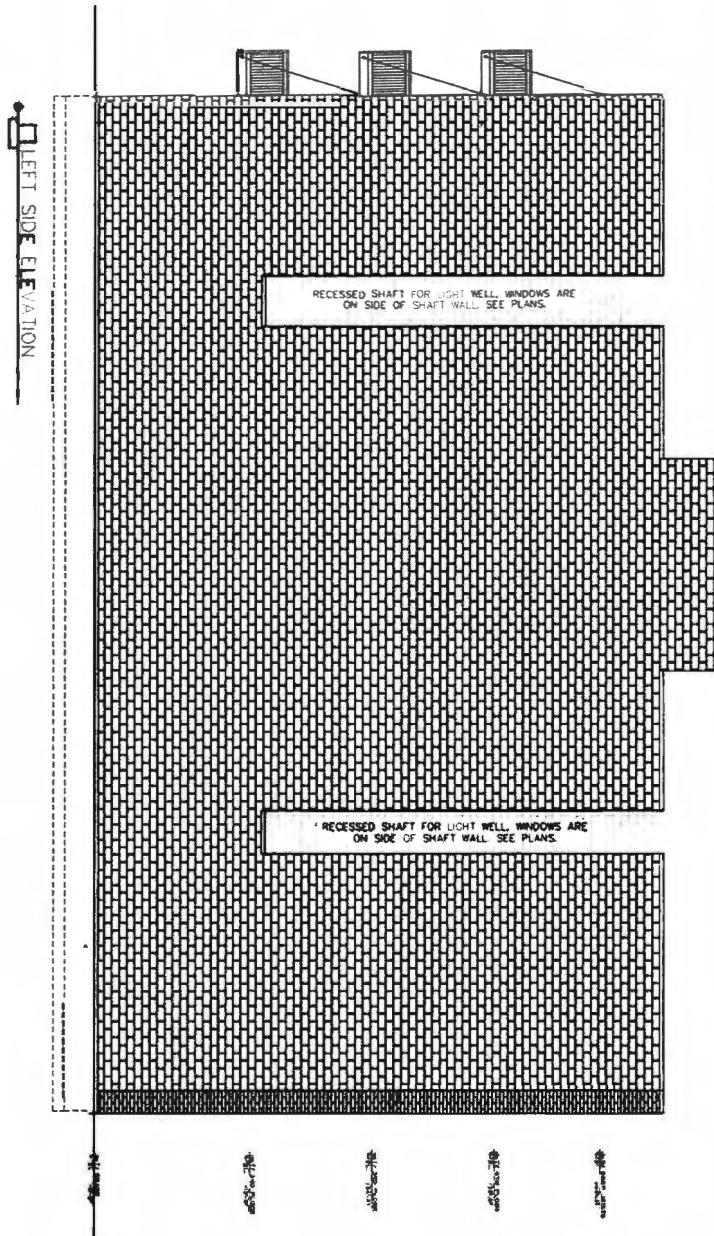
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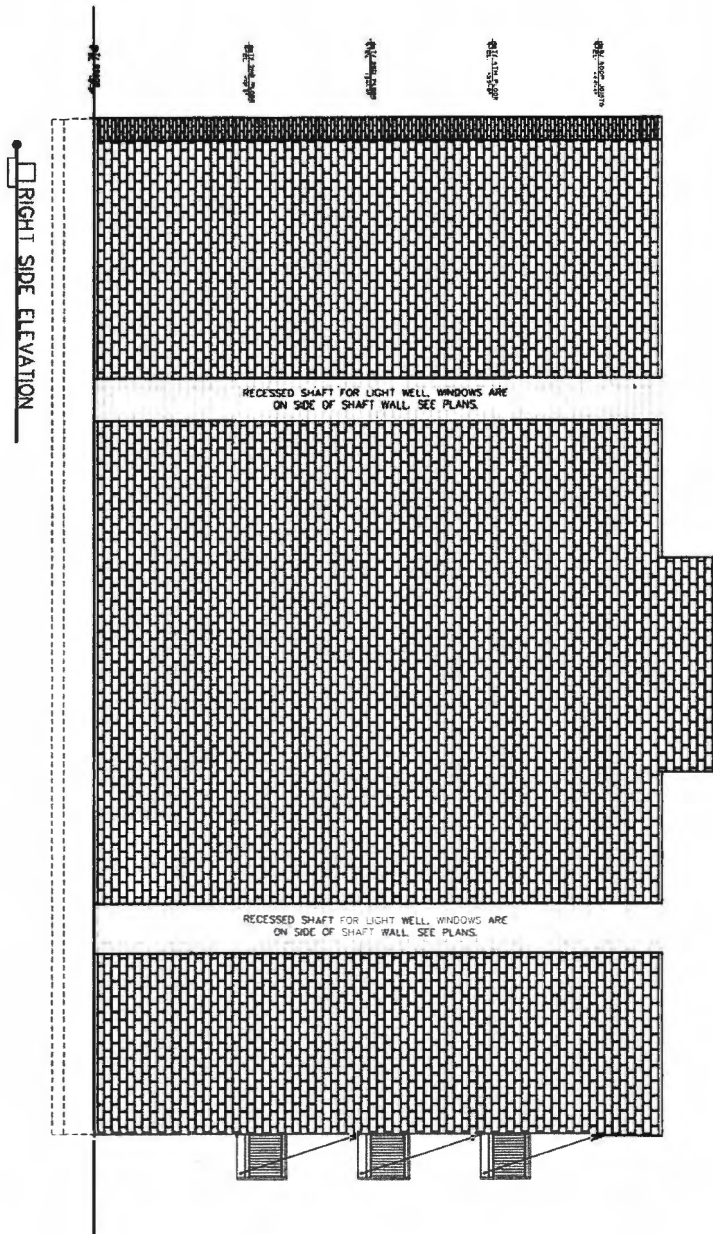
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3710-14 N. ASHLAND AVE.



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3710-14 N. ASHLAND AVE.



Reclassification Of Area Shown On Map No. 9-H.
(As Amended)
(Application No. 22376)
(Common Address: 3959 N. Lincoln Ave./3940 N. Damen Ave.)
[SO2024-0008413]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Business Planned Development Number 665 symbols and indications as shown on Map Number 9-H in the area bounded by:

Parcel A (Subarea A):

West Irving Park Road; the alley immediately east of North Lincoln Avenue; a line 212.74 feet south of West Irving Park Road, measured from the southeast corner of West Irving Park Road and North Lincoln Avenue along North Lincoln Avenue and perpendicular thereto; and North Lincoln Avenue; and

Parcel B (Subareas B and C):

West Irving Park Road; North Damen Avenue; a line 366.65 feet south of and parallel to West Irving Park Road; and the alley immediately west of and parallel to North Damen Avenue,

to those of a Residential-Business Planned Development Number 665, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 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:

Residential-Business Planned Development No. 665, As Amended.

Planned Development Statements.

1. The area delineated herein as Planned Development Number 665 (the "Planned Development" or "P.D.") consists of approximately 69,361 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). LDI Partners LLC is the "Applicant" for this Planned Development amendment, pursuant to authorization from the owner of the Property.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 17 Statements and a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Planned Development Subarea Map; a Site Plan, Landscape Plan and Building Elevations for Subarea A (West, North, East, South) prepared by Lamar Johnson Collaborative and LBBA and dated September 19, 2024; a Site Plan, Landscape Plan, Roof Plan and Building Elevations for Subarea B (West, North, East, South) prepared by Lamar Johnson Collaborative and LBBA and dated September 19, 2024; and a Site Plan, Landscape Plan and Building Elevations for Subarea C (West, North, East and South) prepared by BHDP and dated September 19, 2024. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.
5. The following uses are permitted in the area delineated herein as Residential-Business Planned Development Number 665: dwelling units above the ground floor; vacation rental; shared housing units; eating and drinking establishments; financial services (excluding payday/title secured loan stores and pawn shops); drive-through facility; food and beverage retail sales; medical service; office; personal service; residential support service; and general retail sales, incidental and accessory uses and accessory parking.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development ("DPD"). Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 69,361 square feet and an FAR of 3.44.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by DPD. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the

aforementioned policy and must provide documentation verifying compliance. The Applicant will provide, at minimum, a 50 percent green roof across the roof of the building on Subarea B.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

* Editor's Note: Numbering sequence error; (i) missing in original document.

16. The Applicant acknowledges and agrees that the rezoning of the Property from Business Planned Development Number 665 to Residential-Business Planned Development Number 665, as amended, is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in an "Inclusionary Area" within the meaning of the ARO and permits the construction of up to 194 dwelling units. The Applicant intends to construct up to 130 rental units in a new building to be located in Subarea B (the "Market Rate Project") and transfer (or cause to be transferred) the Subarea A property and improvements, including an existing building, to a developer for adaptive reuse with approximately 64 affordable dwelling units (the "Affordable Project"). It is anticipated that the Affordable Project will receive government subsidies with affordability requirements that are stricter than the ARO requirements. As a result, the Affordable Project is exempt from the ARO pursuant to subsection (E)(1).

Developers of rental projects in Inclusionary Areas with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof; provided, however, that subsection (X)(2) permits a developer, with the approval of the Commissioner of the Department of Housing ("DOH"), to contribute funds to an affordable housing project in an approved off-site location to fill a gap in financing as an alternative to establishing off-site units pursuant to (a) above (the "Cash Contribution Alternative").

The Applicant has elected the 20 percent option for the Market Rate Project as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation for the Market Rate Project is 26 affordable units (20 percent of 130). The Applicant has proposed, and DOH has approved, a variation of the Cash Contribution Alternative as a means of complying with the ARO for this P.D. in order to support the Affordable Project. The Affordable Project will serve a hard-to-house population targeted to low-income survivors of domestic violence in a high-cost area and, as such, has been identified by the City as a funding priority. In this unique situation, DOH is permitting the Applicant to satisfy its ARO obligation by transferring (or causing to be transferred) the Subarea A property and improvements to the developer of the Affordable Project at a purchase price below fair market value as set forth in that certain Amended and Restated Real Estate Purchase and Sale Agreement between the Market Rate Developer and the Affordable Developer dated August 29, 2024. The discount in the purchase price exceeds the in-lieu fee that would otherwise be due and payable to the City for 26 affordable units. The City acknowledges and agrees that: (i) the Applicant is not required to construct any on-site or off-site affordable units; (ii) the Affordable Project will not meet the requirement set forth in Section 2-44-085(W) that off-site affordable units be comparable to market rate units in terms of unit type and number of bedrooms per

unit; and (iii) the Affordable Project may not be completed prior to the issuance of the Certificate of Occupancy for the Market Rate Project. In addition, neither the Applicant nor the developer of the Affordable Project will be required to pay a \$5,000 per-unit fee for the Affordable Project units. However, the developer of the Market Rate Project is facilitating the transfer of the Subarea A property and building and the development rights thereto in Subarea A at below market value and forgoing the opportunity to develop a Market Rate Project thereon in order to enable the Affordable Project. The City wishes to waive these requirements in order to support a unique opportunity to preserve a building and serve an at-risk and underserved target population.

Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must transfer the Subarea A property to the Affordable Housing developer in compliance with this statement, and the Affordable Housing developer must execute and record an agreement against Subarea A in a form acceptable to the City ("Agreement"), obligating the Affordable Housing developer to use the Subarea A property for the Affordable Project and prohibiting the Affordable Housing developer from selling or mortgaging the Subarea A property without the City's consent. In addition, if a building permit is issued for Subarea B before a building permit is issued for Subarea A, the Applicant must post or cause to be posted with the City performance security in the form of an irrevocable letter of credit in the then applicable amount which corresponds to the number of units included in the Affordable Project (i.e. 64), which performance security shall be released and returned by the City to the Applicant (or its successors or assigns, if different than the Applicant) at such time as a building permit is issued for Subarea A. The terms of the Agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the Agreement will be recorded against Subarea A and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 16, including any breach of the Agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to Business Planned Development Number 665 (adopted on March 11, 1998), as it existed prior to this amendment.

[Existing Zoning Map; Existing Land-Use Boundary and Property Line Map; Subarea Map; Site Plan -- Subareas A and B; Landscape Plans -- Subareas A, B and C; North, South, East and West Building Elevations for Subareas A and B; and Roof Plan -- Subarea B referred to in these Plan of Development Statements printed on pages 18853 through 18871 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

*Residential-Business Planned Development No. 665, As Amended.**Bulk Regulations And Data Table.*

FINAL

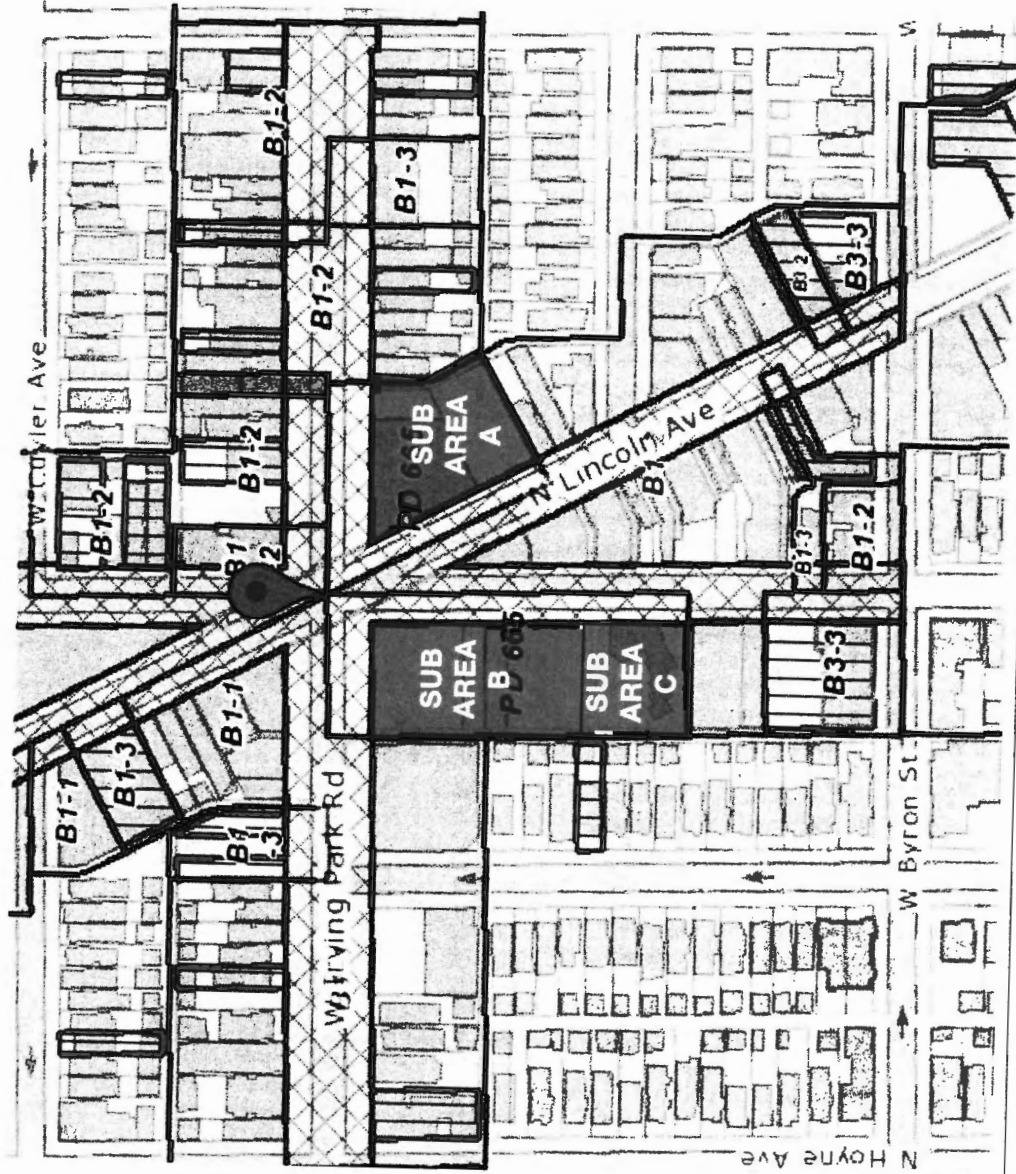
Gross Site Area (sf):	112,598
Subarea A	43,733
Subarea B	46,590
Subarea C	22,275
Net Site Area (sf):	69,358
Subarea A:	23,898
Subarea B:	28,710
Subarea C	16,750
Maximum Floor Area Ratio:	3.44
Subarea A:	4.5
Subarea B:	4.5
Subarea C	0.12
Maximum Height:	
Subarea A:	75 feet
Subarea B:	85 feet
Subarea C:	50 feet

FINAL

Maximum Number of Dwelling Units:	194
Subarea A:	64
Subarea B:	130
Subarea C	0
Minimum Off-Street Parking Spaces:	79
Subarea A:	18
Subarea B:	54
Subarea C	7
Minimum Bicycle Parking Spaces:	
Subarea A:	55
Subarea B:	130
Subarea C	0
Minimum Off-Street Loading:	2 (10' x 25')
Subarea A:	1 (10' x 25')
Subarea B:	1 (10' x 25')
Subarea C	0
Minimum Setbacks:	See Site Plan

FINAL

EXISTING ZONING MAP



APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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EXISTING
LAND USE MAP

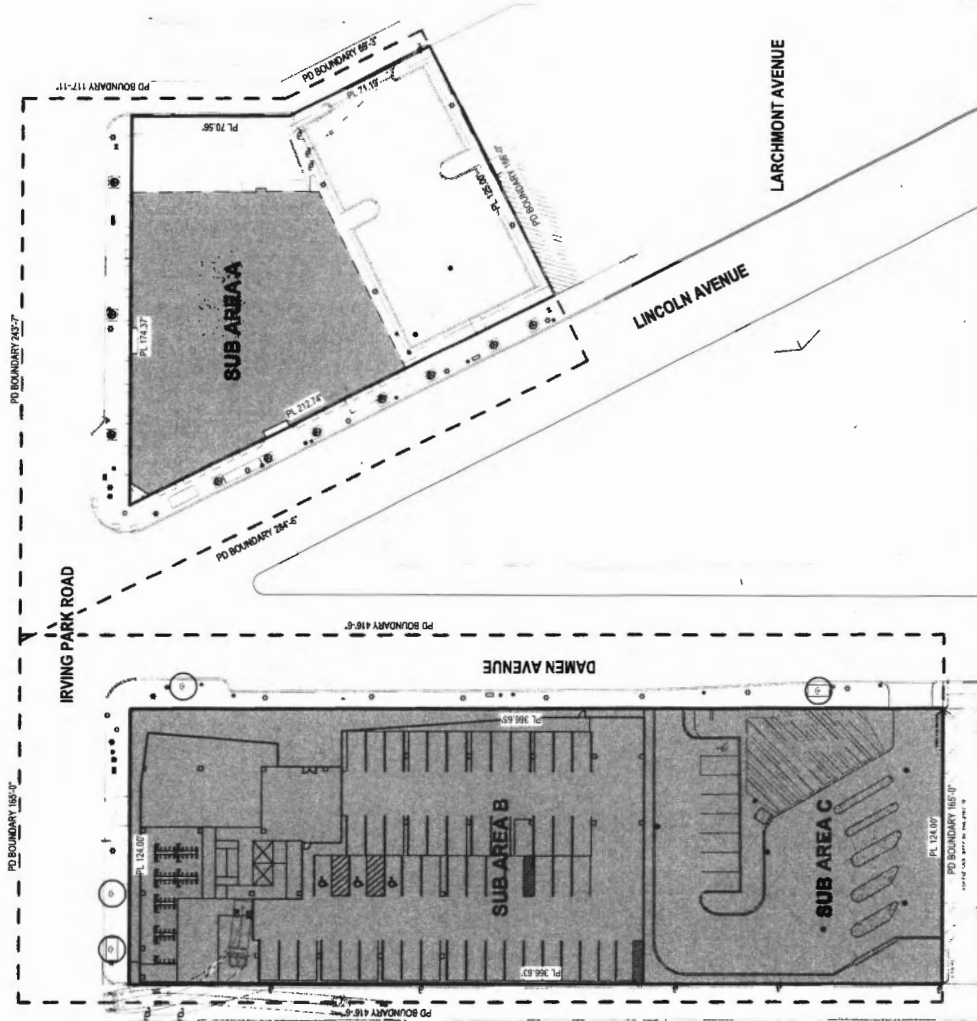


- R - RESIDENTIAL
- M - MIXED-USE
- C - COMMERCIAL

APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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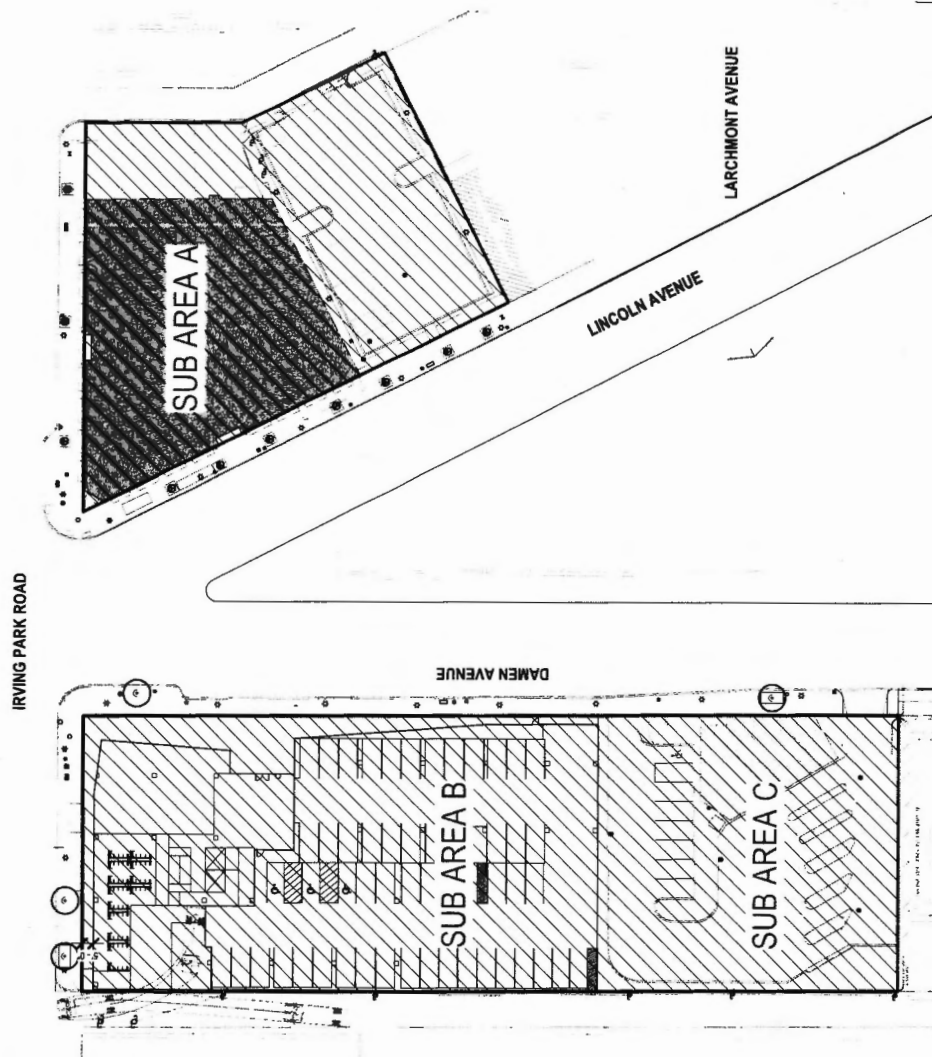
PLANNED DEVELOPMENT
BOUNDARY AND
PROPERTY LINE MAP



APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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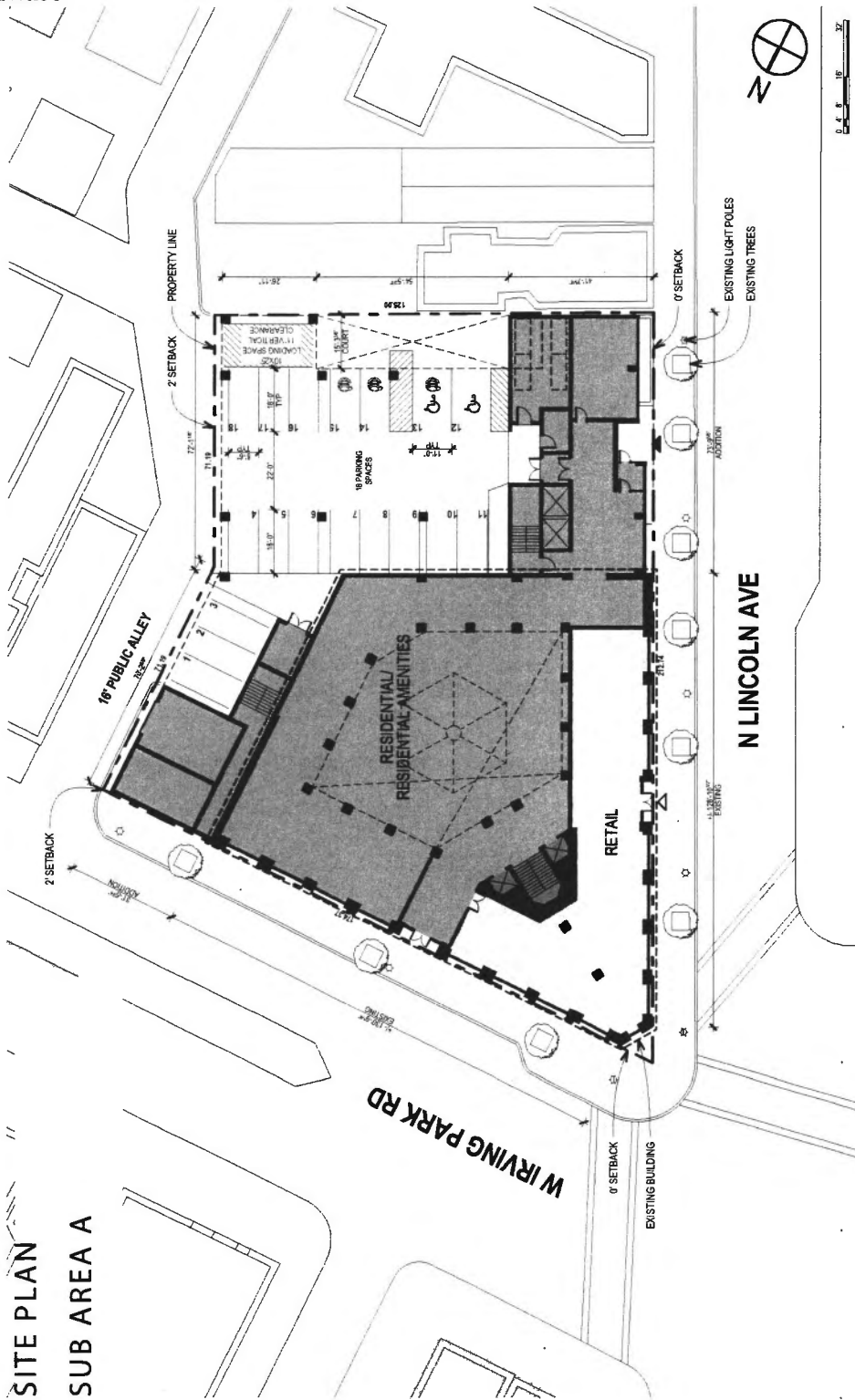
PLANNED DEVELOPMENT
SUB AREA MAP



APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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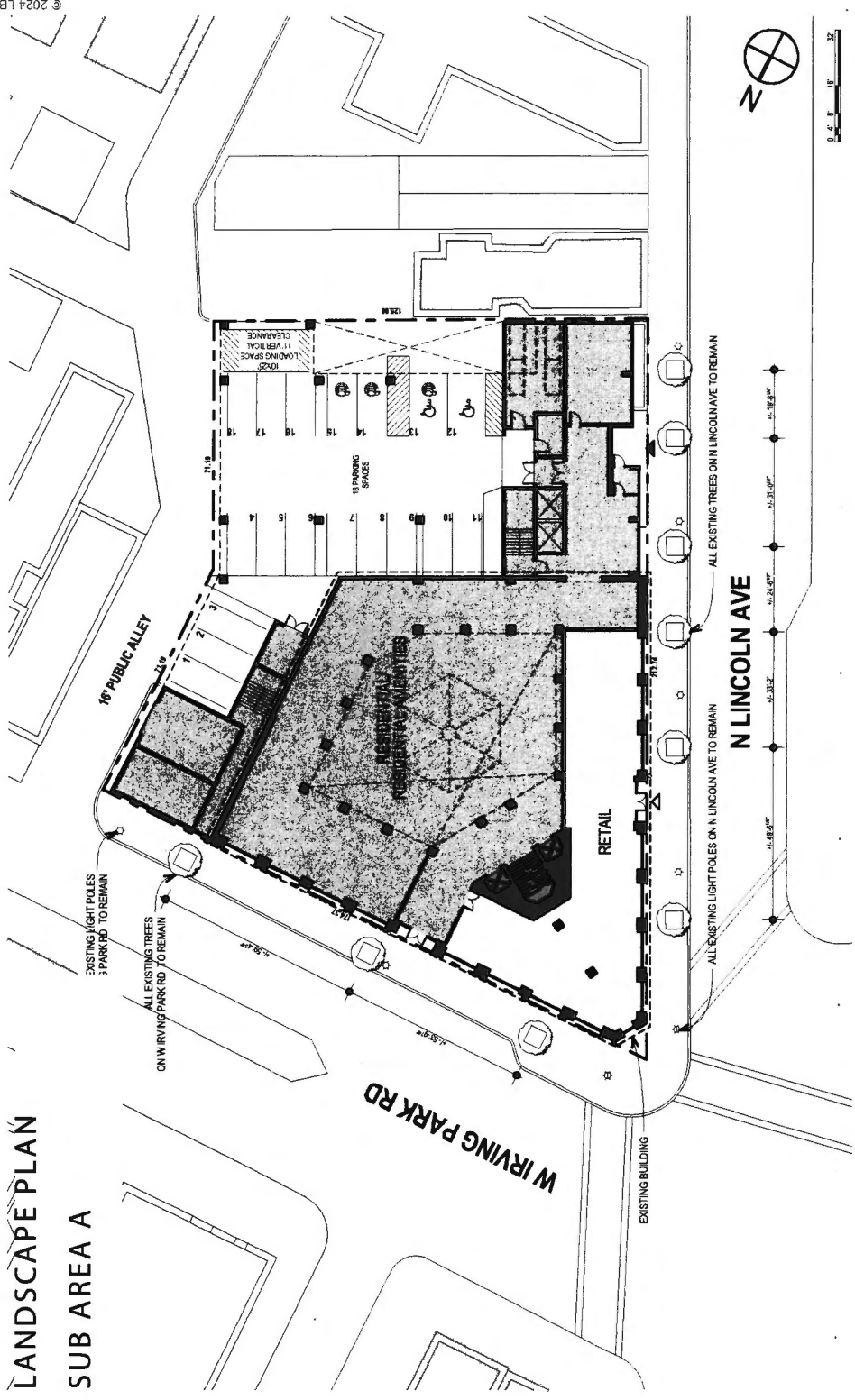
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SITE PLAN
SUB AREA A

APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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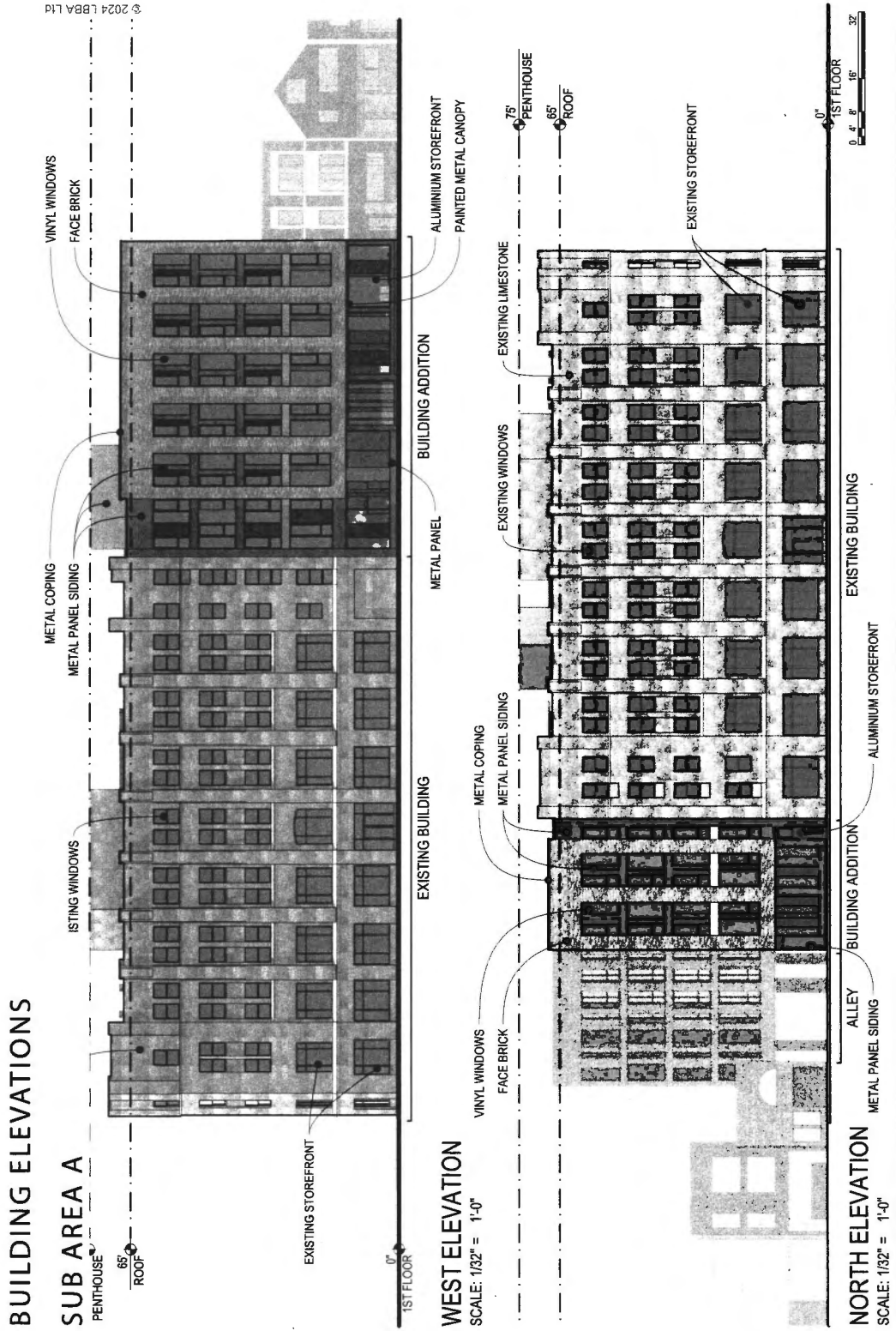


LANDSCAPE PLAN
SUB AREA A

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APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

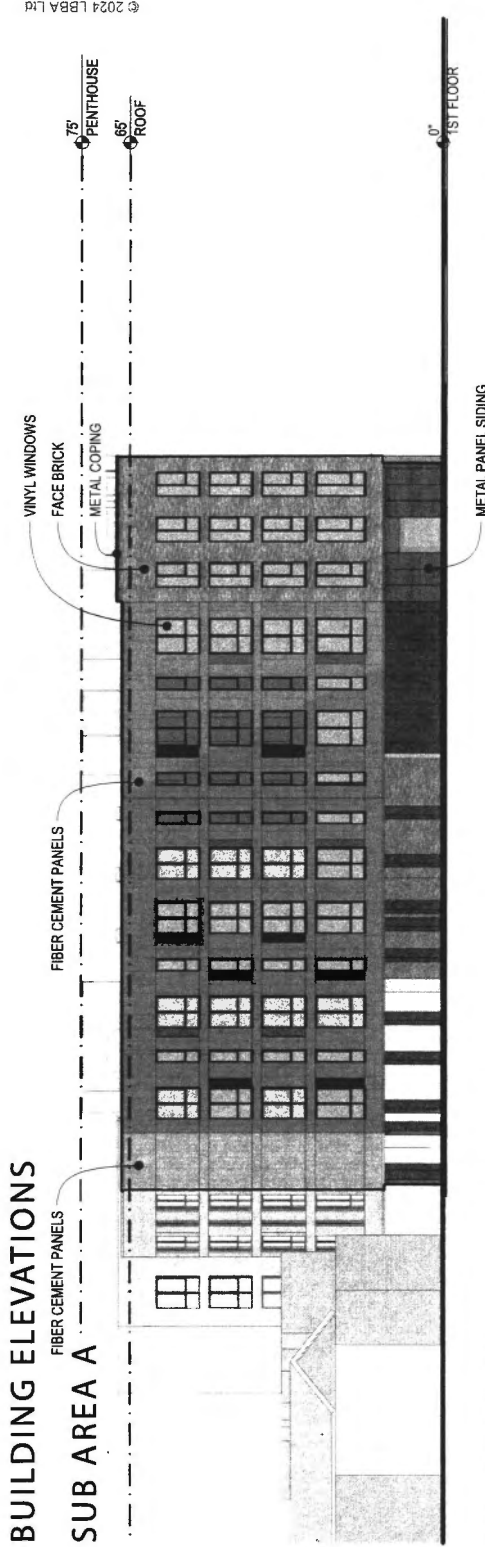
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APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

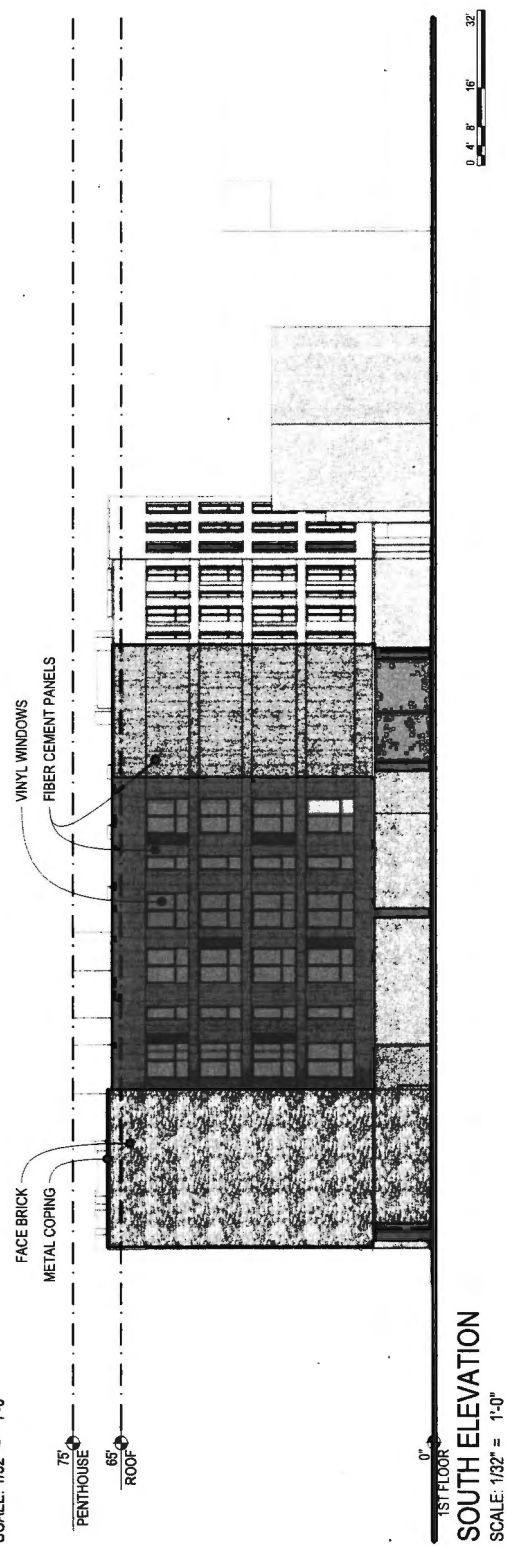
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FINAL



BUILDING ELEVATIONS
SUB AREA A

EAST ELEVATION
 SCALE: 1/32" = 1'-0"

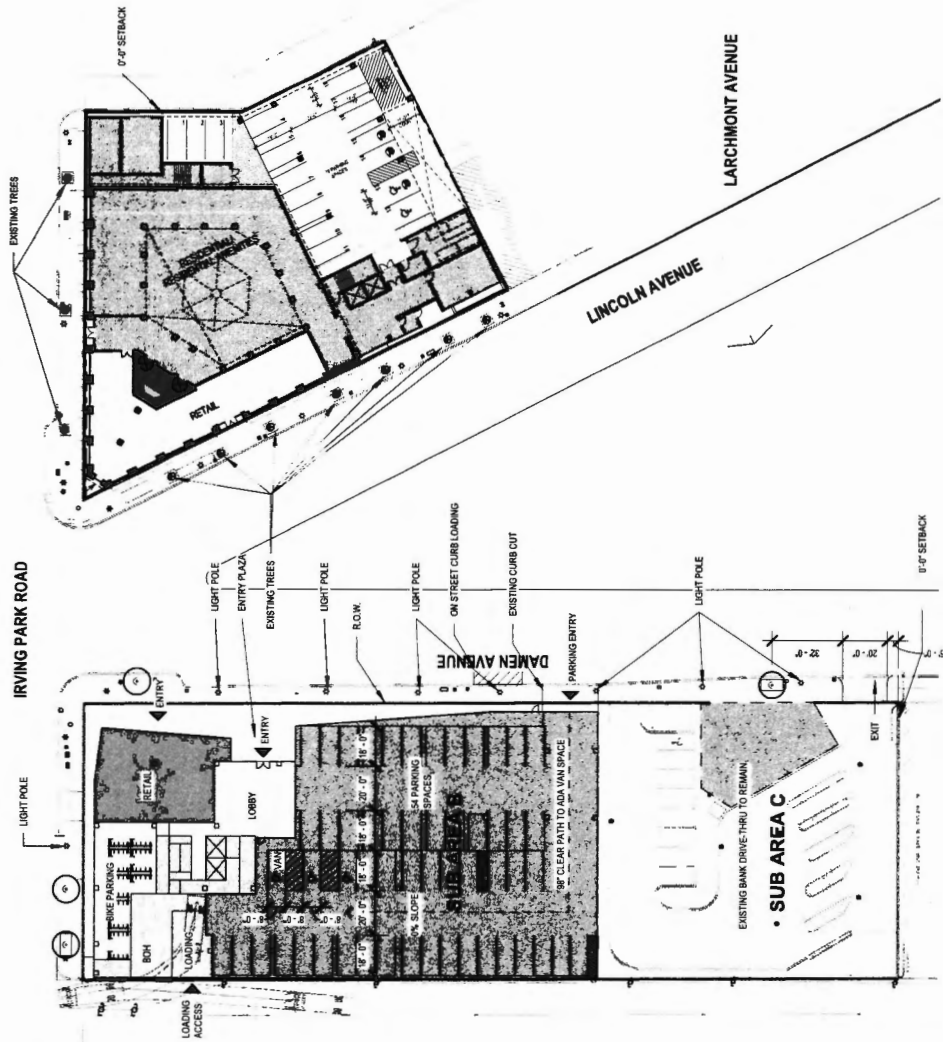


SOUTH ELEVATION
 SCALE: 1/32" = 1'-0"

APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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SITE PLAN
SUB AREA B



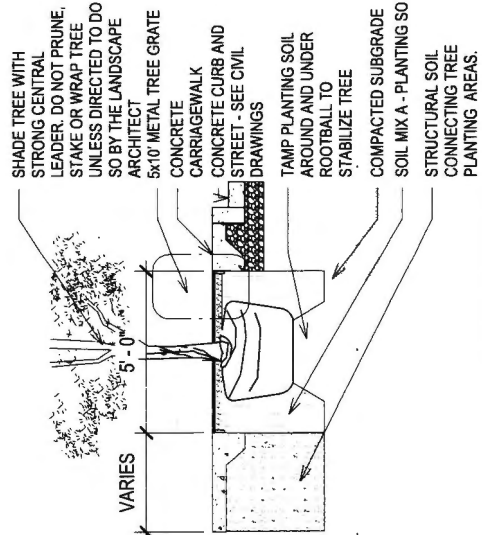
APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

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Type	Description
Count	Mark

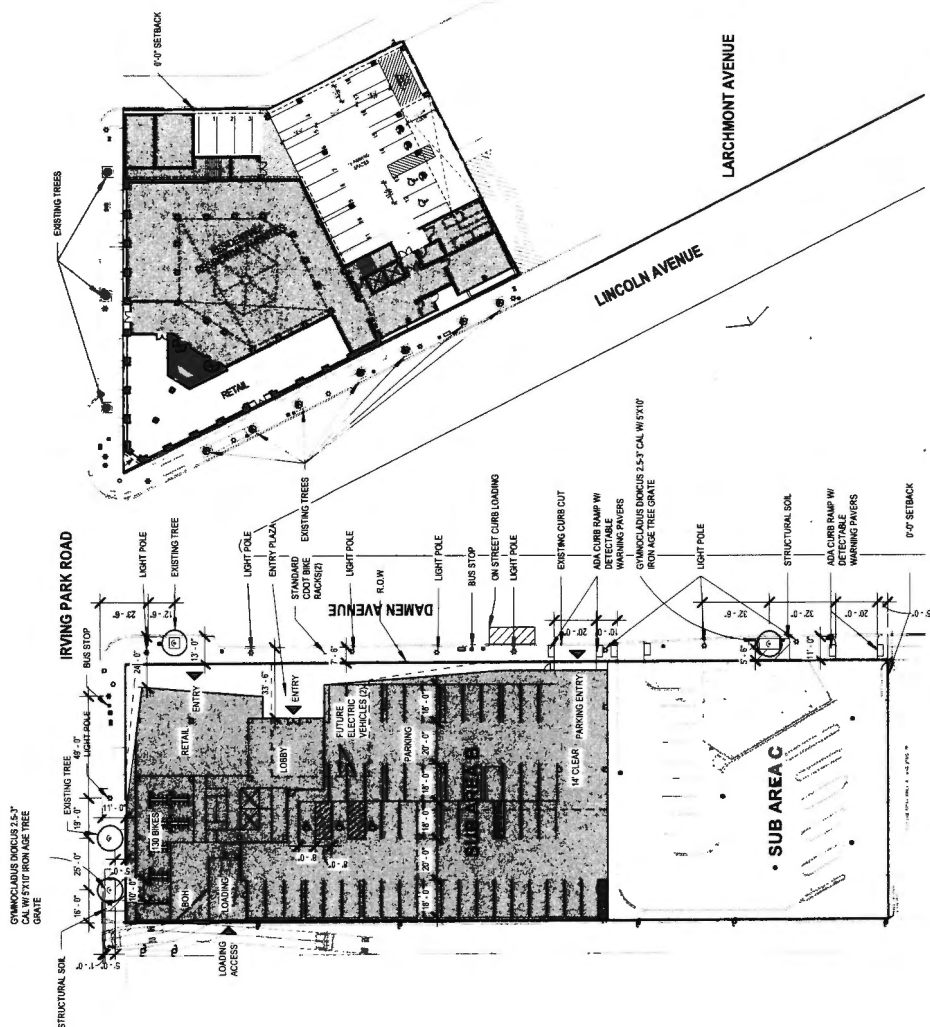
4	G.Y.D.I. Gymnocladus dioica Kentucky Coffeetree
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Type	Description
P1	<p>Shrubs</p> <p>Ceanothus americanus New Jersey Tea</p> <p>Cephalanthus occidentalis Butterfly Bush</p> <p>Juniperus virginiana Eastern Redcedar</p> <p>Physocarpus opulifolius Little Devil Ninebark</p> <p>Rhus aromatica Gro-Low Fragrant Sumac</p> <p>Viburnum acerifolium Common Spicebush</p> <p>Viburnum acerifolium 'Dwarf' Dwarf Spicebush</p> <p>Perennial Grasses & Sedges</p> <p>Agrostis ramosa Black Cohosh</p> <p>Agastache 'Blue Box' Blue Box Hyssop</p> <p>Asarum canadense Wild Ginger</p> <p>Athyrium filix-femina Lady Fern</p> <p>Carex pennsylvanica Pennsylvania Sedge</p> <p>Chamaenerion angustifolium Wild Pinks</p> <p>Helianthus 'Trop Pinck' Little Rose</p> <p>Mertensia virginica Virginia Bluebells</p> <p>Milium caeruleum ssp. Caeruleum Moor Grass</p> <p>Gaillardia cinnamomea Cinnamon Fern</p> <p>Panicum virgatum Switchgrass</p> <p>Pennisetum alopecuroides 'Cassini' Cassini Fountaingrass</p> <p>Pennisetum alopecuroides 'Lemon's Step' Lemon's Step</p> <p>Polypodium acrostichoides Christmas Fern</p>



LANDSCAPE PLAN

SUB AREA B



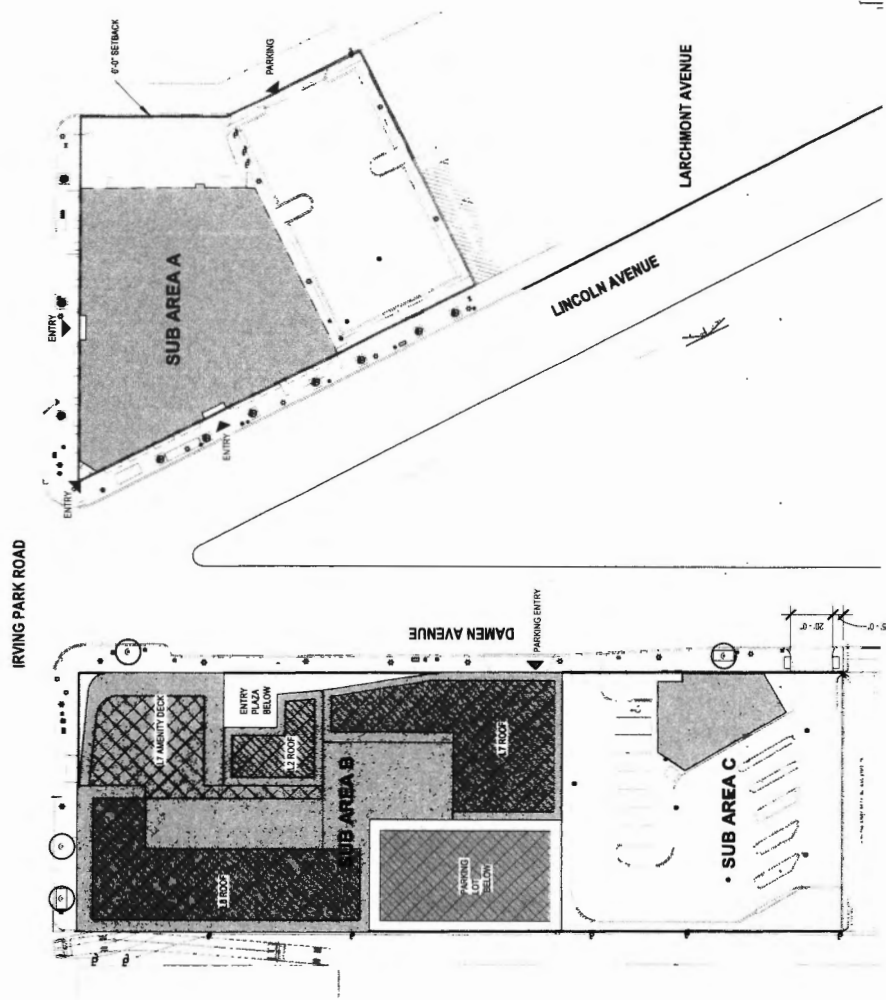
APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

ROOF PLAN SUB AREA B

22,646 SF ROOF
50% GREEN ROOF
11,323 SF GREEN ROOF

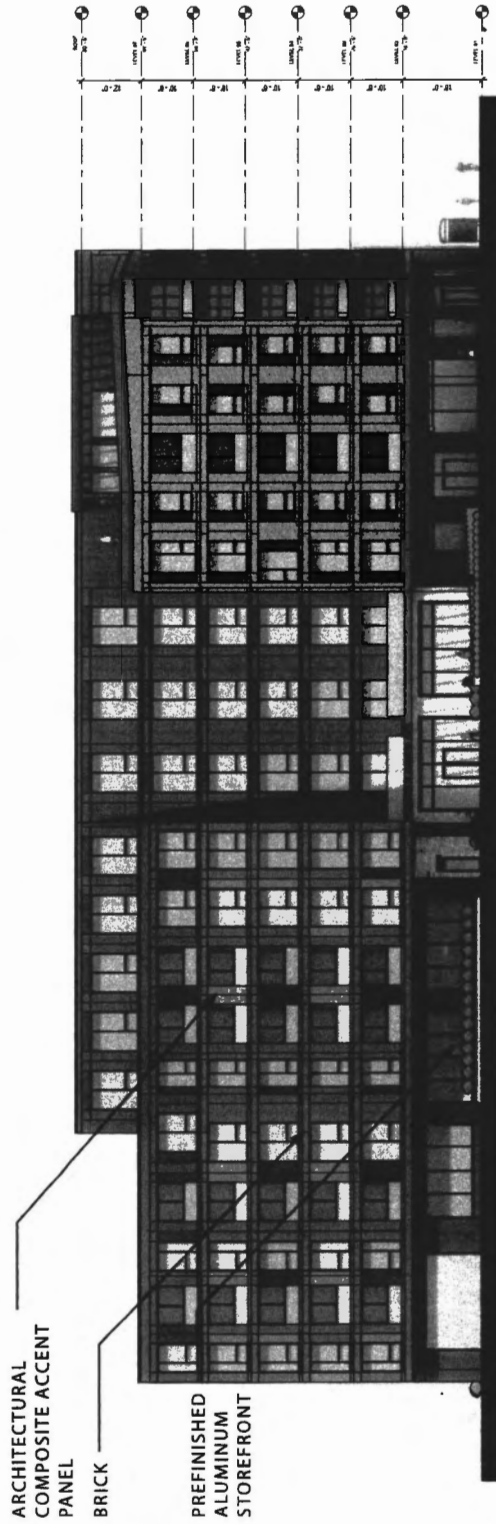
-  AREAS FOR AVAILABLE GREEN ROOF
-  AMENITY DECK



APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

BUILDING ELEVATIONS
SUB AREA B

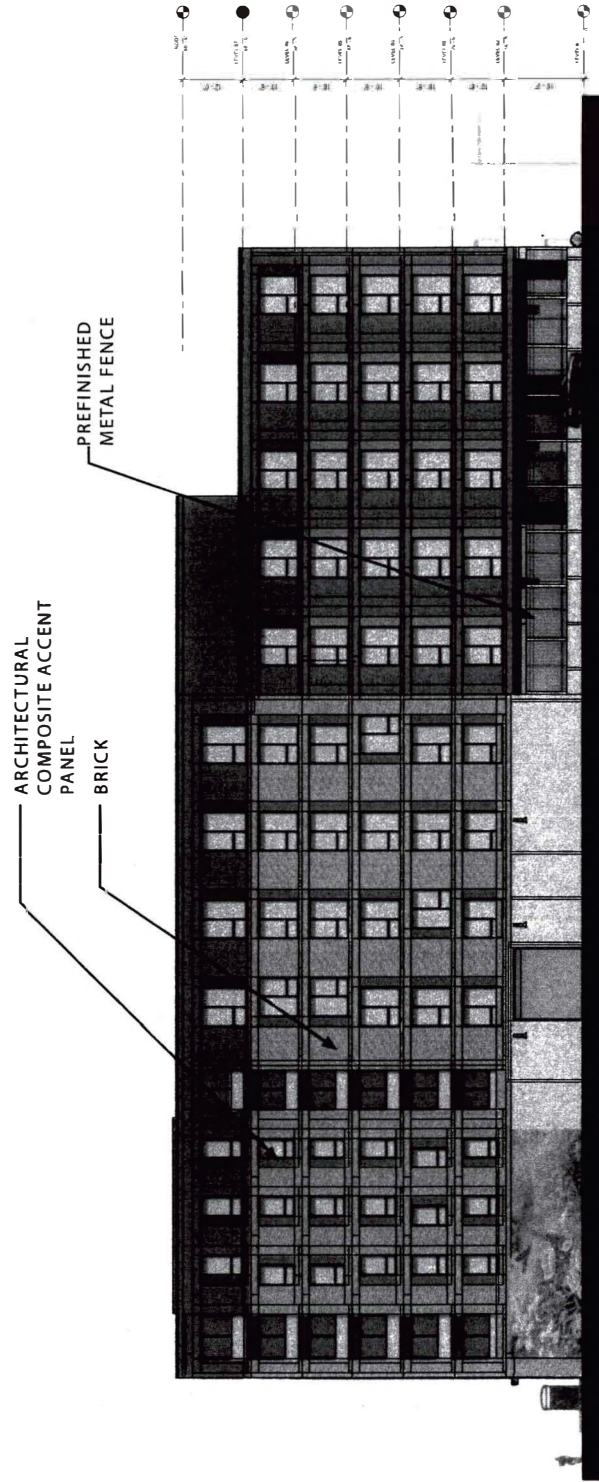


EAST ELEVATION

APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

BUILDING ELEVATIONS
SUB AREA B

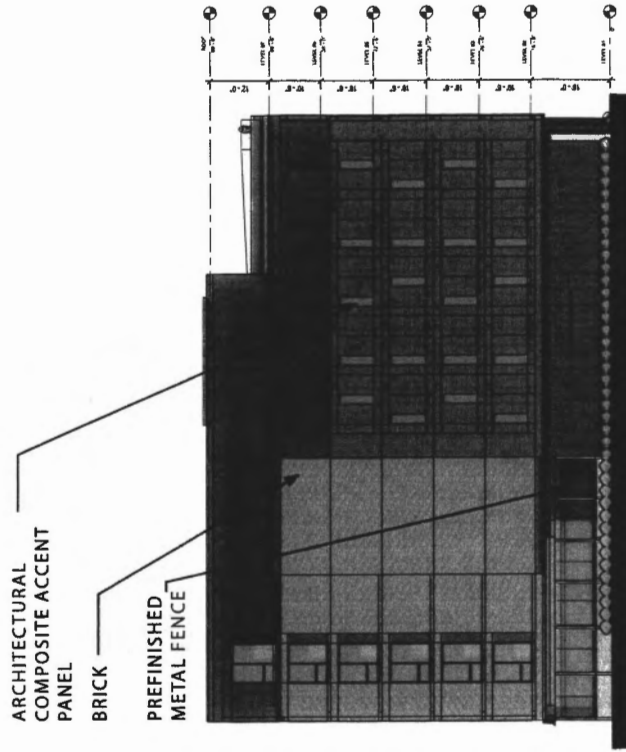


WEST ELEVATION

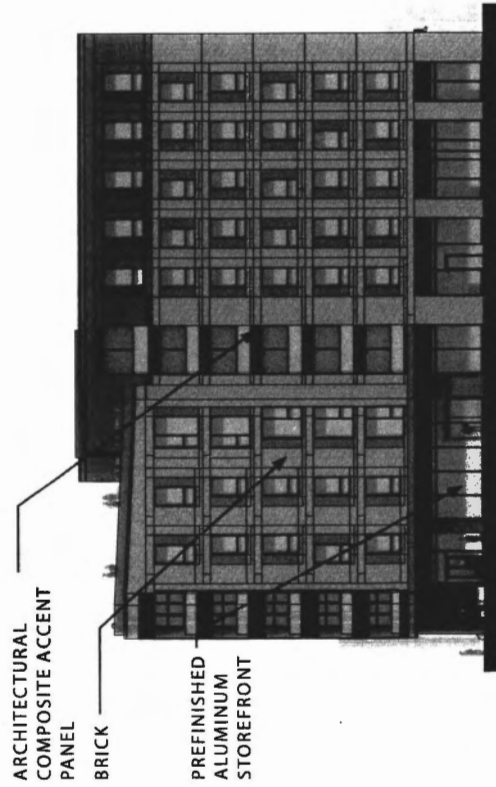
APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

BUILDING ELEVATIONS
SUB AREA B



SOUTH ELEVATION



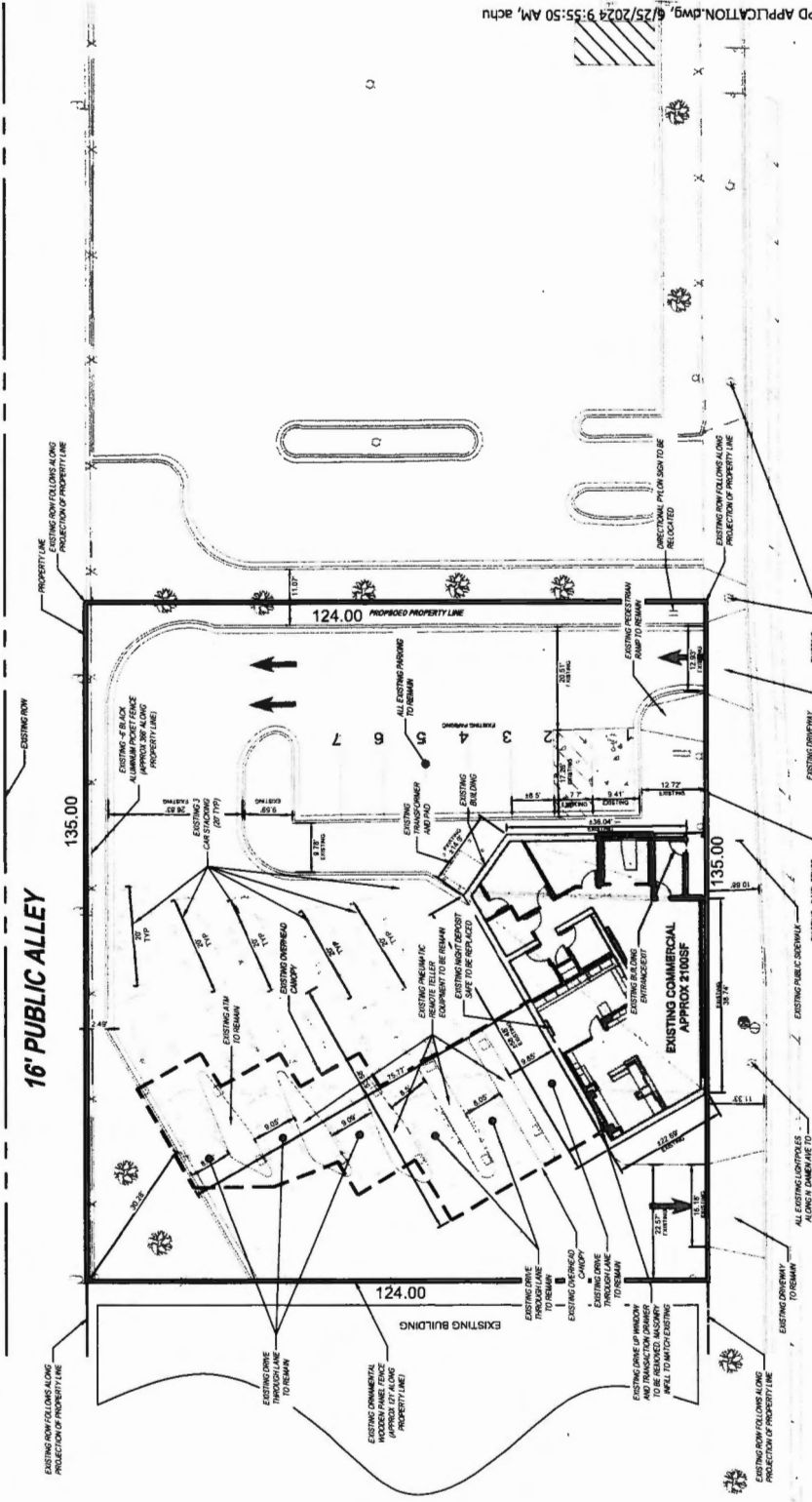
NORTH ELEVATION

APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

SITE PLAN

SUB AREA C



N. DAMEN AVE.
(RECORD 66' PUBLIC R.O.W.)

EXISTING ENTRANCE/EXIT DRIVE AISLES, DIRECTIONS, ARROWS, PARKING, PARKING ISLANDS, BUILDING AND DRIVE THROUGH LANES TO REMAIN.

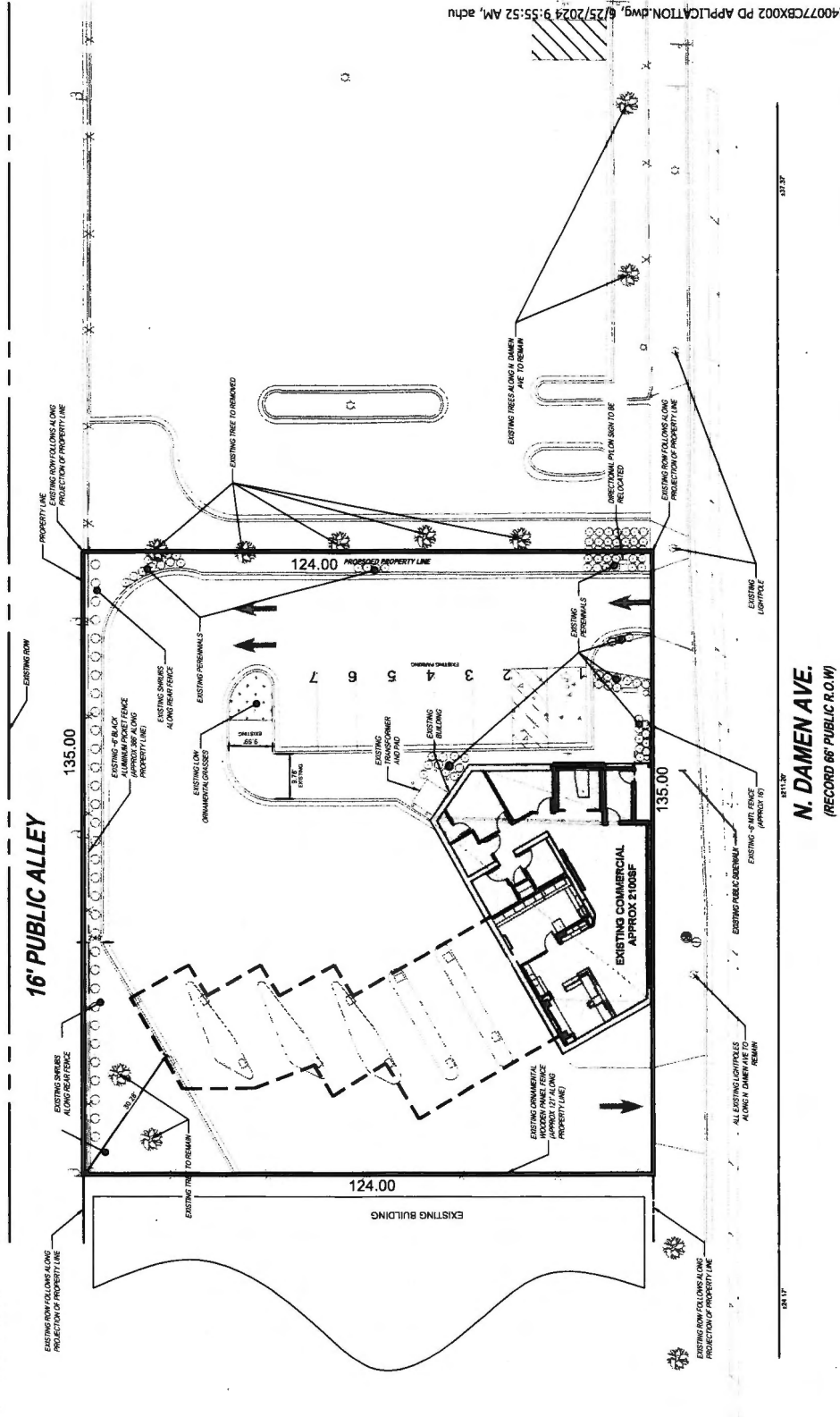
APPLICANT: LOI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024



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FINAL

LANDSCAPE PLAN
SUB AREA C



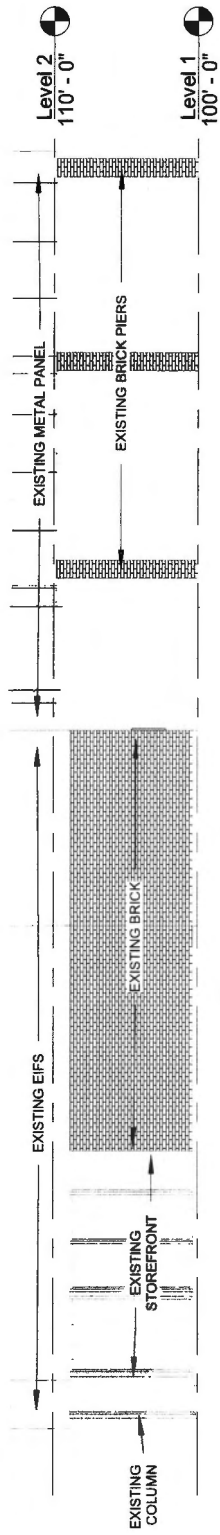
APPLICANT: LDI PARTNERS
 ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
 INTRODUCTION: MARCH 20TH 2024
 PLAN COMMISSION: SEPTEMBER 19TH 2024

N. DAMEN AVE.
 (RECORD 66' PUBLIC R.O.W.)

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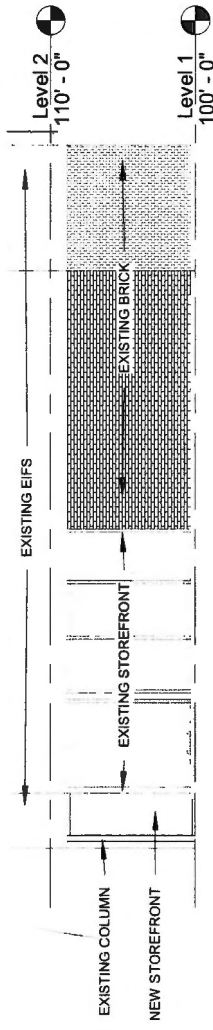
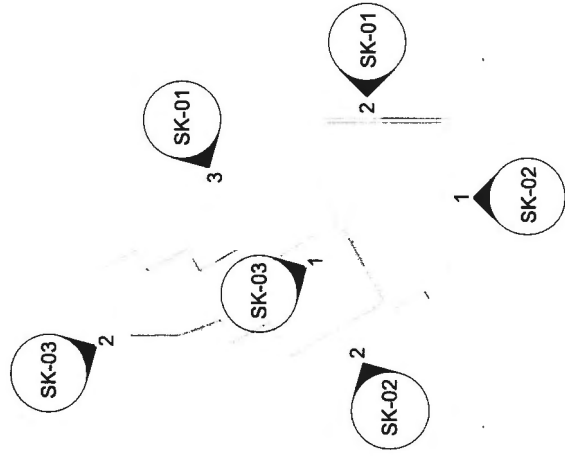
FINAL

LANDSCAPE PLAN
SUB AREA C



3 EXTERIOR ELEVATION

SK-01 3/32" = 1'-0"



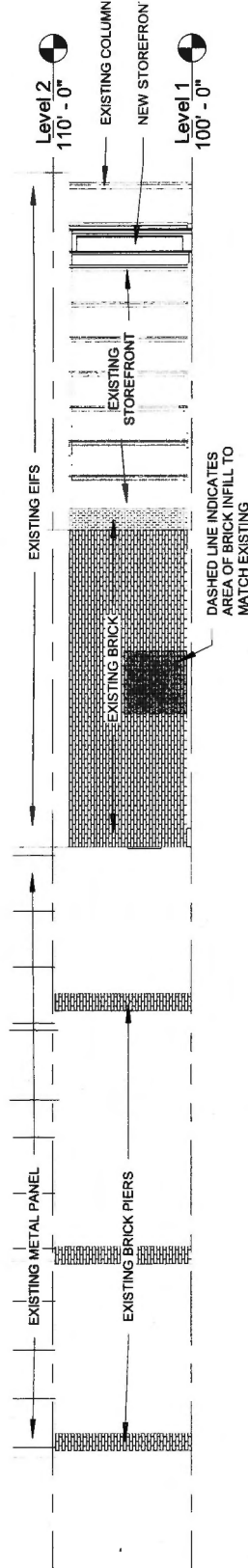
2 EXTERIOR ELEVATION

SK-01 3/32" = 1'-0"

APPLICANT: LDI PARTNERS
ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
INTRODUCTION: MARCH 20TH 2024
PLAN COMMISSION: SEPTEMBER 19TH 2024

FINAL

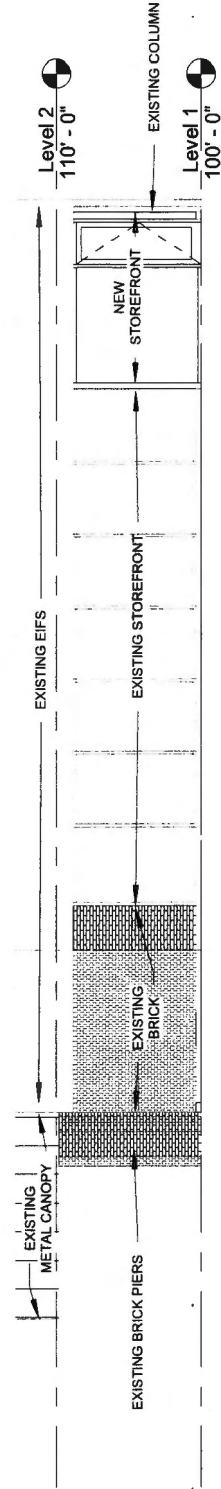
LANDSCAPE PLAN
SUB AREA C



2 EXTERIOR ELEVATION

3/32" = 1'-0"

SK-02



1 EXTERIOR ELEVATION

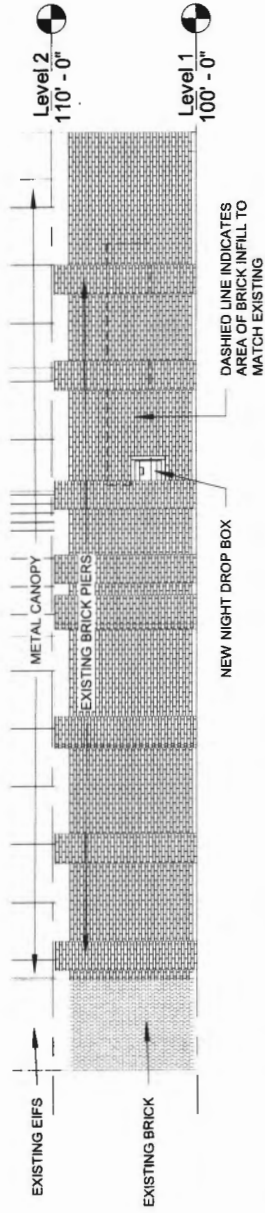
3/32" = 1'-0"

SK-02

APPLICANT: LDI PARTNERS
ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
INTRODUCTION: MARCH 20TH 2024
PLAN COMMISSION: SEPTEMBER 19TH 2024

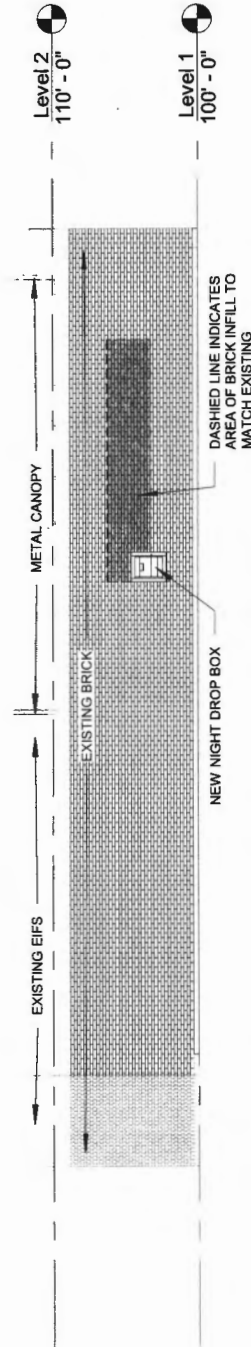
FINAL

LANDSCAPE PLAN
SUB AREA C



2 EXTERIOR ELEVATION

SK-03 3/32" = 1'-0"



1 EXTERIOR ELEVATION

SK-03 3/32" = 1'-0"

APPLICANT: LDI PARTNERS
ADDRESS: 3959 N LINCOLN / 3940 N DAMEN
INTRODUCTION: MARCH 20TH 2024
PLAN COMMISSION: SEPTEMBER 19TH 2024

Reclassification Of Area Shown On Map No. 10-E.

(Application No. 22516T1)

(Common Address: 4508 S. Cottage Grove Ave.)

[O2024-0011139]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 10-E in the area bounded by:

a line 70 feet south of and parallel to East 45th Street; South Cottage Grove Avenue;
a line 95 feet south of and parallel to East 45th Street; and the public alley next west of
and parallel to South Cottage Grove Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan and Notes; Area Map -- CTA Bus Stop Location;
CTA Bus Stop Photo; 1st Floor Plan; Typical 2nd, 3rd and
4th Floor Plans; and Front, Rear and Side Building
Elevations attached to this ordinance printed
on pages 18874 through 18877
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

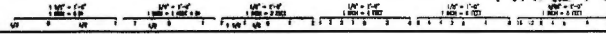
FINAL FOR PUBLICATION

Narrative and Plans for the
Type 1 Rezoning of 4508 S. Cottage Grove
from a B1-1 District to a B2-3 District

The subject property is currently vacant. The applicant needs a zoning change to meet the bulk and density standards to build a new mixed-use building with seven dwelling units. The applicant is seeking a type 1 map amendment per section 17-13-0303-D optional administrative adjustment, specifically a parking reduction per section 17-10-0102-B. The parking requirement will be reduced from seven spaces to 1 space for this transit served location.

- A. Proposed Land Use: To rezone from a B1-1 District to a B2-3 District to build a new 4-story mixed-use building with seven dwelling units and ground floor commercial.
- B. The proposed building area will be 11,560 SF with a floor area ratio (FAR) of 2.70.
- C. The lot area is 4,270 SF and its density is 610 SF per dwelling unit.
- D. Amount of off-street parking is one space. The applicant will seek TSL parking relief.
- E. Proposed setbacks:
 - Front – 0'
 - Side – 0'
 - Side – 0'
 - Rear – 30'
- F. Proposed building height is 50'.

FINAL FOR PUBLICATION



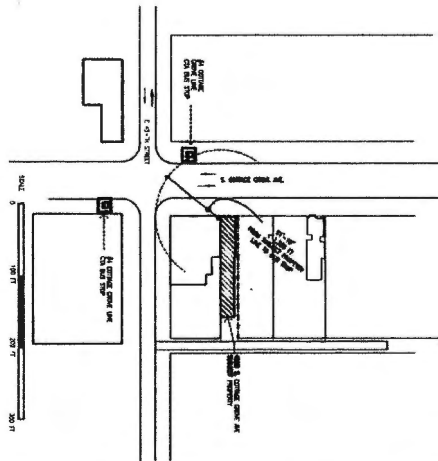
#4 COTTAGE GROVE LINE
CTA BUS STOP PHOTO



ADDITIONAL INFORMATION:
 THIS COTTAGE GROVE LINE BUS STOP IS THE
 ONLY ONE OF ITS KIND IN THE
 AREA. IT IS A SINGLE-SIDE STOP AND
 IS NOT A TRANSFER STOP.
 IN 1998, THE STOP WAS
 OF 1/20/98



AREA MAP - CTA BUS STOP LOCATION

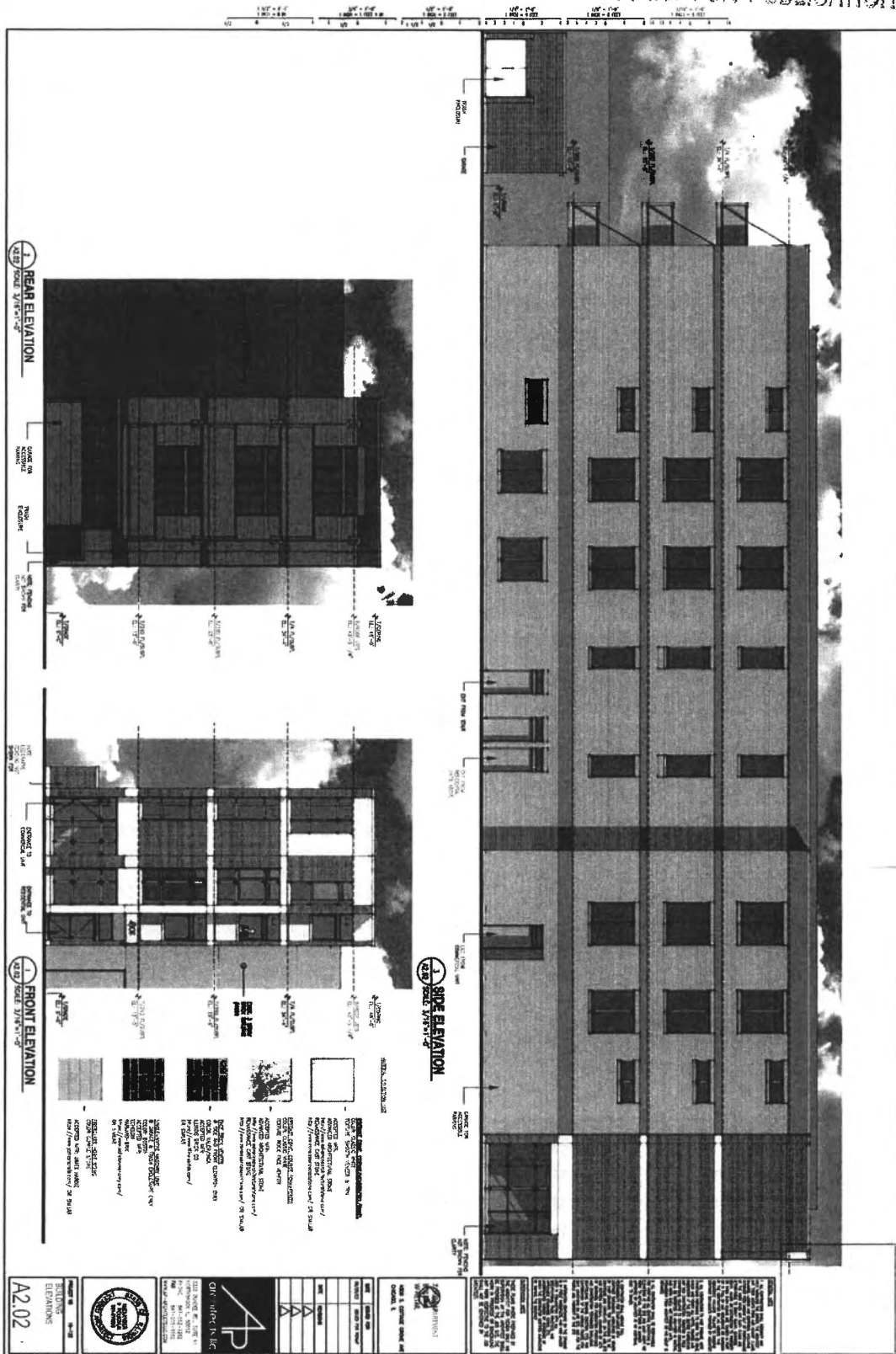






CHICAGO TRANSIT AUTHORITY
 BUS STOP LOCATION
 A1.02

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map Nos. 13-I, 15-H And 15-I.

(Application No. A-8891)

(Common Address: 6100 -- 6114 N. Western Ave., 5500 -- 6014 N.
Western Ave. And 6001 -- 6159 N. Western Ave.)

[O2024-0010046]

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 C1-2 Neighborhood Commercial District and C2-2 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Numbers 13-I, 15-H and 15-I in the area 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,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 13-L.

(Application No. A-8907)

(Common Address: 4835 -- 4841 N. Lipps Ave.)

[O2024-0010887]

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 C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 13-L in the area bounded by:

West Ainslie Street; North Avondale Avenue; a line 50 feet southwest of and parallel to West Ainslie Street; and North Lipps Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 16-D.

(Application No. 22297)

(Common Address: 6714 S. Stony Island Ave.)

[O2023-0005675]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications as shown on Map Number 16-D in the area bounded by:

a line 165.54 feet north of and parallel to East 67th Place; South Stony Island Avenue; East 67th Place; and the alley next west of and parallel to South Stony Island Avenue,

to those of a C3-5 Commercial, Manufacturing and Employment District.

SECTION 2. This ordinance shall be in force and effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 20-D.

(Application No. 22478)

(Common Address: 8006 S. Drexel Ave.)

[O2024-0009968]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 20-D in the area bounded by:

a line 62 feet south of and parallel to East 80th Street; South Drexel Avenue; a line 93 feet south of and parallel to East 80th Street; and the alley next west of and parallel to South Drexel Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 26-F.

(Application No. 22407)

(Common Address: 10950 S. Wentworth Ave.)

[O2024-0008875]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 26-F in the area bounded by:

the alley next north of and parallel to West 110th Street; South Wentworth Avenue; a line 86.0 feet north of and parallel to West 110th Street; and a line 43.10 feet west of and parallel to South Wentworth Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

DESIGNATION OF JACKSON STORAGE AND VAN COMPANY WAREHOUSE AT
3609 -- 3611 W. CERMAK RD. AS CHICAGO LANDMARK.

[O2024-0010591]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Jackson Storage and Van Company Warehouse (the "Building"), located at 3609 -- 3611 West Cermak Road, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies two criteria for landmark designation as set forth in Section 2-120-620(1) and (4) of the Municipal Code; and

WHEREAS, The Building is emblematic of changing social patterns that emerged in America after World War I and increased through the boom years of the 1920s, especially the increased mobility of American households, urbanization that resulted in families living

in smaller apartments, and increased consumption of household goods, some of which like pianos, furs, and wool rugs that required special storage; and

WHEREAS, To meet the demands for increasing mobility and storage, the Jackson Storage and Van Company was part of the household goods and storage industry that emerged and developed throughout the nation during the twentieth century; and

WHEREAS, The design of the Building is inspired by Venetian Gothic architecture, and specifically that city's Doge's Palace. Examples of Venetian Gothic architecture are rare in Chicago and the nation; and

WHEREAS, With its tapestry brick facade and terra cotta ground level arcade, the Building displays a high degree of design and craftsmanship in these traditional materials; and

WHEREAS, The Building is an example of a household storage and moving warehouse, a building type found throughout Chicago characterized by limited fenestration and designs that, when successful, reduce the monolithic character of this building type through ornament and detail; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On June 6, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

- All exterior elevations, including rooflines, of the Building.
- The Batchelder tile water fountain in the first-floor office.

The common brick east and west elevations of the Building are devoid of architectural treatment and secondary. The Commission may approve more significant changes to these elevations to support new uses of the Building. The foregoing is not intended to limit the Commission's discretion to approve other changes.

Additional Guidelines -- General.

Pursuant to Section 2-120-740 of the Municipal Code, on May 2, 2024, the Permit Review Committee of the Commission approved, with conditions, a pre-permit submission, including drawings, for a proposed 24 feet, 9 inch-high by 3 feet, 0 inch-wide blade sign mounted to the front facade at 20 feet, 3 inches above grade (the "PRC Project").

Notwithstanding the foregoing significant historical and architectural features listed above, the proposed sign contained in the PRC Project shall be permitted.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description:

Lots 5 and 6 in Block 8 in Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Building Address:

3609 -- 3611 West Cermak Road
Chicago, Illinois.

Permanent Index Number:

16-26-107-004-0000.

DESIGNATION OF MARS CANDY FACTORY AT 2019 N. OAK PARK AVE. AS CHICAGO LANDMARK.

[O2024-0011694]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whitley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Mars Candy Factory located at 2019 North Oak Park Avenue, Chicago, Illinois, as more fully described in Exhibit 1 attached hereto and incorporated herein (the "Building"), satisfies four (4) criteria for landmark designation as set forth in Section 2-120-620 (1), (3), (4), and (5) of the Municipal Code; and

WHEREAS, Construction of the Building from 1928 to 1929 marked candy company Mars, Inc.'s move from Minneapolis to Chicago to establish the company's new headquarters and production facilities. Chicago's more centralized location made it a transportation hub for the United States with a railroad network that facilitated the receipt of raw materials and the shipment of products, important factors in the production and sale of candy, which required quick turnover. The Building was built next to the Chicago, Milwaukee, and St. Paul Railroad tracks, from which two private spur tracks entered the site; and

WHEREAS, After its completion in 1929, the Building spurred residential development in what was then the sparsely populated far west side of Chicago. The attractive, low-scale design of the Building with its vast front lawn made it look more like a country club than a factory and it became an asset to the neighborhood where many of the company's workers chose to live; and

WHEREAS, In 1929, the Building began as the headquarters and main production facility for Mars, Inc., a multinational leader in the confectionary industry. For almost a century, the nation's most popular chocolate bars were produced at the Building starting with the Milky Way, while the Snickers and Three Musketeers bars were invented and first produced at the Building. Product packaging was adorned with images of the Building and it became a visual symbol for Mars products across the nation. At its busiest, the Building housed ten production lines where 2,500 people were employed; and

WHEREAS, Mars, Inc. has been one of the most successful confectionary businesses located in Chicago and a major contributor to the city's candy manufacturing legacy. By the

turn of the twentieth century, Chicago was known as the "Candy Capital of the World". At one time, Chicago was home to over one thousand candy purveyors, in addition to associations and publications related to the candy industry. At the peak of Chicago's candy industry, during the mid-twentieth century, the city produced about a third of all candy manufactured in the country, and employed close to 25,000 people; and

WHEREAS, The Building is associated with the life and work of Mars, Inc. founder Frank C. Mars and his son, later CEO and President of the company, Forrest E. Mars, Sr. Both men were significant national and international figures in the confectionary industry. Each shaped the Building's design during their time at the helm of the company, using the Building to reflect the corporation's values; and

WHEREAS, The Building is the result of Frank C. Mars's desire to build "the most beautiful candy factory in America." Having chosen a former golf course in a relatively undeveloped area, Frank C. Mars strategically started with a scenic location where the Building would have the largest presence and likely have a positive influence on future development. He believed that if living conditions around the plant were better than those around a typical plant, a better caliber of employee would want to work there; and

WHEREAS, When Forrest E. Mars, Sr., took over the company, he re-shaped the Building's spaces to reflect the values by which he intended to run the company. He eliminated offices and removed exclusive executive spaces and their high-end decor. These changes were physical but reflected the new culture he was instilling into the company -- a radically egalitarian system in which workers were called "associates" and received a larger share of the company's financial success, and everyone, including the president, punched a time clock and ate lunch together in a new shared company lunchroom. At the same time, new machines and technology were installed to keep the factory cleaner and more efficient; and

WHEREAS, The Building is an exceptional example of an early twentieth-century factory designed in the popular Spanish Revival style. The style is reflected in the Building's low-pitched, clay-tile roofs, arched window and door openings, and exotic decoration concentrated at the doorways, windows, and cornice. The building was designed to integrate with anticipated residential development. It was modest in height, one-story with a central, two-story office tower. The Building was set back from the street and featured a 50-foot wide, manicured front lawn which stretched along its entire Oak Park Avenue facade. The result is a Building that looks more like a picturesque country club than a manufacturing facility. The high standards it set for architecture and landscaping became a benchmark for every confectionary plant built in cities across the United States after 1929, and influenced facility design in other industries; and

WHEREAS, Founded in 1878, The Austin Company served as the designer and contractor for the Building from 1928 to 1929. The Austin Company is recognized internationally as an innovator in industrial facility design and construction. It was one of the earliest to combine architectural design and engineering with construction services to meet the full range of client needs from the design phase through close-out, an approach known as The Austin Method. The Austin Company also became known for its focus on reducing construction time and costs through industrial building design standardization and offering in-house delivery and construction of all components. The Austin Company's expertise in delivering cutting-edge factory design in record time led to international demand for their

services in defense, automotive, aviation, and communications industries, for which they constructed some of the world's largest and most advanced facilities; and

WHEREAS, C.F. Murphy is one of Chicago's most prominent and prolific mid-twentieth century architects. His work is indicative of the Second Chicago School, the origins of which can be traced to Le Corbusier and Ludwig Mies van der Rohe's search for a "modern" style of architecture that rejected historical designs and styles and was highly functional. He is well-known for some of the city's most noteworthy and high-profile buildings, including O'Hare International Airport (1963), the Prudential Building (1955), McCormick Place (1960), McCormick Place East (1971), the Chicago Board of Trade addition (1983), and the Ogilvie Transportation Center (1984-1987). His 1960 office addition to the Building seamlessly blended with the existing structure; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On July 11, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

- All exterior elevations, including rooflines, of the Building from the west (Oak Park Avenue) elevation to a depth of the first seven bays along the north elevation (approximately 133 feet) for the entire length of the Building from the north elevation to the south (Armitage Avenue) elevation as delineated in Exhibit 2 attached hereto and incorporated herein; and
- The iron gate and brick posts at the northwest corner of the Building.

For purposes of permit review for demolition of non-significant portions of the Building, the Commission will require that a new masonry east wall with finished corners be constructed to enclose and make weather-tight the significant portion of the Building. The loading dock at the south elevation is not considered significant and may be modified.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon the date of its passage and approval.

[Exhibit 2 referred to in this ordinance printed on page 18891 of this *Journal*.]

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (Subject To Final Survey And Title Commitment):

That part of the southwest quarter of the northeast quarter of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, and all of Lots 1 to 19, inclusive, and the vacated north and south 16-foot public alley and the vacated easterly and westerly 20-foot public alley in Gale's Second Addition to Galewood, being a subdivision in the southwest quarter of the northeast quarter of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: beginning at a point in the east line of North Oak Park Avenue, a distance of 40 feet east and 1,047.28 feet north of the southwest corner of the northeast quarter of said Section 31; thence south 62 degrees, 44 minutes east along a line parallel to the center line of the original 100-foot right-of-way of the Chicago, Milwaukee and St. Paul Railway Company, predecessor of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 980.48 feet; thence south parallel to the east line of North Oak Park Avenue 56.25 feet to its intersection with a line drawn parallel with and 300 feet northerly, measured at right angles, of the southerly boundary line of a parcel of land conveyed by Greenleaf Whittier Gale, and others, to the Chicago, Milwaukee and St. Paul Railway Company, by Warranty Deed dated August 10, 1926 and recorded in the Office of the Recorder of Cook County on November 12, 1926 in Book Number 23847 on Page 349; thence south 62 degrees, 44 minutes east along said last mentioned parallel line 473.43 feet, more or less, to the east line of the southwest quarter of the northeast quarter of Section 31; thence south along said east line of the southwest quarter of the northeast quarter of Section 31, 167.86 feet, more or less, to a point on said east line, 169.64 feet north of the southeast corner of the southwest quarter of the northeast quarter of Section 31; thence west parallel to the south line of said quarter quarter Section 40.0 feet; thence south parallel to the east line of said quarter quarter Section, 149.02 feet, more or less, to a point in the southerly

boundary of parcel of land conveyed by Greenleaf Whittier Gale and others aforesaid; thence northwesterly along said southerly boundary line 28.42 feet, more or less, to the north line of Armitage Avenue (said north line being 33 feet north of the south line of the northeast quarter of Section 31); thence west along said north line of Armitage Avenue 1,227.23 feet, more or less, to the east line of North Oak Park Avenue aforesaid; thence north along said east line of North Oak Park Avenue, 1,014.28 feet to the place of beginning, in Cook County, Illinois; together with an interest (if any) in and to that part of the east half of North Oak Park Avenue abutting said premises,

Also

A parcel of land, situated in the southeast quarter of the northeast quarter and in the southwest quarter of the northeast quarter of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which parcel of land is bounded and described as follows: commencing on the east line of North Oak Park Avenue at a point which is 40 feet east and 991.03 feet north from the southwest corner of said northeast quarter of Section 31 and running thence south 62 degrees, 44 minutes east along a line which is parallel with the center line of the original 100-foot right-of-way of the Chicago, Milwaukee and St. Paul Railway Company, now the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a distance of 980.48 feet to the northwest corner of the easterly of two parcels of land conveyed to Mars Incorporated by Deed recorded in the Recorder's Office of Cook County, Illinois, on June 16, 1955 as Document Number 16271863, for a point of beginning of said hereinafter described parcel of land; thence south 62 degrees, 44 minutes east along the northeasterly line of the parcel of land so conveyed, a distance of 473.63 feet to an intersection with the west line of said southeast quarter of the northeast quarter of Section 31, and the northeast corner of said parcel of land conveyed to Mars Incorporated; thence south along said west line of the southeast quarter of the northeast quarter of Section 31, a distance of 167.79 feet to a point which is 169.64 feet north from the southwest corner of said southeast quarter of the northeast quarter of Section 31; thence southeastwardly along the arc of a circle convex to the northeast and having a radius of 769.02 feet (the tangent of said arc at its point of beginning making an angle with said west line of said southeast quarter of the northeast quarter of 86 degrees, 13 minutes in the southeast quadrant), a distance of 182.18 feet; thence northwardly along the arc of a circle convex to the east and having a radius of 272.94 feet, a distance of 14.75 feet to a point of tangency which is 175.47 feet, measured perpendicularly east from the west line of the southeast quarter of the northeast quarter aforesaid; thence northwardly along a straight line, a distance of 24.27 feet to a point of curve which is 169.56 feet, measured perpendicularly east from the west line of the southeast quarter of the northeast quarter aforesaid; thence northwestwardly along the arc of a circle convex to the northeast and having a radius of 272.94 feet, a distance of 97.63 feet to a point of compound curve which is 129.54 feet, measured perpendicularly east from the west line of the southeast quarter of the northeast quarter aforesaid; thence northwestwardly along the arc of a circle convex to the northeast and having a radius of 558.69 feet, a distance of 98.06 feet to a point of tangency which is 67.10 feet, measured perpendicularly east from the west line of the southeast quarter of the northeast quarter aforesaid; thence northwestwardly along a straight line, a distance of 26.85 feet to a point of curve which is 48.24 feet, measured perpendicularly east from the west line of the southeast quarter of the northeast quarter aforesaid; thence northwestwardly along the arc of a circle convex to the northeast and having a radius of 558.69 feet, a distance of

36.80 feet to the point of intersection of said arc with a line which is 50 feet, measured perpendicularly, northeasterly from and parallel with the northeasterly line of said parcel of land conveyed to Mars Incorporated by deed recorded as Document Number 16271863 (said point of intersection being 24.22 feet, measured along said parallel line southeasterly from the point of intersection of said parallel line with the west line of the southeast quarter of the northeast quarter aforesaid; thence north 62 degrees, 44 minutes west along said parallel line a distance of 497.84 feet to a point which is 980.48 feet, measured along said parallel line southeasterly from the point of intersection of said parallel line with said east line of North Oak Park Avenue; and thence south along a line parallel with said east line of North Oak Park Avenue, a distance of 56.25 feet to the point of beginning, in Cook County, Illinois.

Building Address:

2001 -- 2199 North Oak Park Avenue (odds)
6602 -- 6798 West Armitage Avenue (evens)
Chicago, Illinois.

Commonly Known As:

2019 North Oak Park Avenue
Chicago, Illinois.

Permanent Index Numbers:

13-31-205-002-0000

13-31-205-003-0000

13-31-205-004-0000

13-31-205-005-0000

13-31-205-006-0000

13-31-205-007-0000

13-31-205-008-0000

13-31-205-009-0000

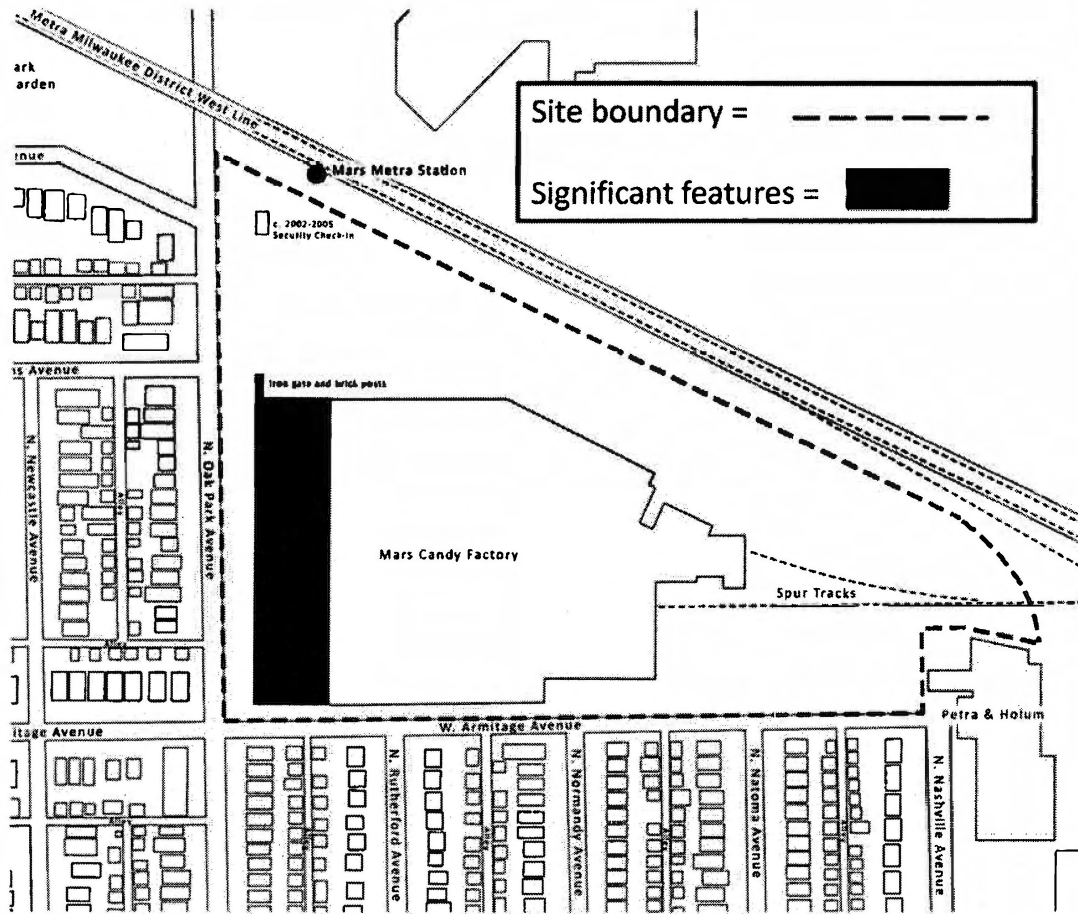
13-31-205-010-0000

13-31-205-036-0000

13-31-205-044-0000; and

13-31-205-051-0000.

Exhibit 2.
Significant Features.



Mars Candy Factory Site at 2019 North Oak Park Avenue, Chicago, IL

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 9, 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 October 8, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral reappointments to the Public Building Commission including David T. Whittley, James F. Ellis, Jr. and Jose G. Maldonado.

Page 1 also contains Document Number SO2024-0010982 to allow the designation of an alternate member to the Zoning Board of Appeals in the event of a vacancy.

Page 1 further contains Document Number O2024-0012417 regarding low-sloped roofs, skylights and fire safety.

Page 1 further contains the historical landmark designation of the Jackson Storage and Van Company Warehouse located at 3609 -- 3611 West Cermak Road in the 22nd Ward as well as the historical landmark designation of the Mars Candy Factory located at 2019 North Oak Park Avenue in the 29th Ward.

Moving on, pages 1 through 5 contain various map amendments in the 4th, 5th, 8th, 9th, 11th, 40th, 43rd, 45th and 47th Wards.

Lastly, pages 5 and 6 contain various large signs over 100 square feet in area and 24 feet above grade in the 1st, 3rd, 4th, 11th, 22nd, 25th, 27th, 29th, 32nd, 35th, 41st, 42nd, 43rd, 47th and 50th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

2934 N. Ashland Ave.

[Or2024-0011646]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: FW Ashland Wellington 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: 2934 North Ashland Avenue, Chicago, Illinois 60657

Zoning District: M3-2

DOB Sign Permit Application Number: 101057332

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, 25 feet, 3.8 inches; height, 5 feet, 10 inches

Total square feet in area: 147 feet, 8.5 inches

6. Height above grade: 11 feet, _____ inches

7. Elevation (side of building or lot where the sign will be erected): East

8. Name of Sign Contractor/Erector: H.M. Witt & 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.

—
3419 W. Belmont Ave.

[Or2024-0013169]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Nature's Grace and Wellness 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: 3419 West Belmont Avenue, Chicago, Illinois 60618

Zoning District: C1-1

DOB Sign Permit Application Number: 101052946

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, 33 feet, 0 inches; height, 5 feet, 0 inches
Total square feet in area: 165 feet, 0 inches
6. Height above grade: 10 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Flashtric, 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.

935 W. Chestnut St.

[Or2024-0011309]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: WBS Chestnut 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: 935 West Chestnut Street, Chicago, Illinois 60642

Zoning District: C3-5

DOB Sign Permit Application Number: 101057540

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, 9 feet, 9 inches; height, 29 feet, 9 inches
Total square feet in area: 290 feet, 0 inches
6. Height above grade: 119 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Cushing & 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.

362 W. Chicago Ave.
(Permit No. 101059848)

[Or2024-0012271]

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: 101059848

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: BACP1991577
5. Dimensions: length, 36 feet, 8 inches; height, 7 feet, 4 inches
Total square feet in area: 268 feet, 9 inches
6. Height above grade: 41 feet, 10 inches (bottom) 49.16 feet (top)
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Signco, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

362 W. Chicago Ave.
(Permit No. 101059852)

[Or2024-0012270]

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: 101059852

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, 16 feet, 10⁷/₈ inches; height, 8 feet, 10 inches
Total square feet in area: 149 feet, 3¹/₂ inches
6. Height above grade: 52 feet, 7¹/₄ inches (bottom) 61.44 feet (top)
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Signco, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

362 W. Chicago Ave.
(Permit No. 101059855)

[Or2024-0012272]

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: 101059855

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, 16 feet, 10⁷/₈ inches; height, 8 feet, 10 inches
Total square feet in area: 149 feet, 3¹/₂ inches
6. Height above grade: 52 feet, 7¹/₄ inches (bottom) 61.44 feet (top)
7. Elevation (side of building or lot where the sign will be erected): West Elevation
8. Name of Sign Contractor/Erector: Signco, 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.

4450 N. Clark St.

[Or2024-0012380]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Omega Sign & Lighting, 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: 4450 North Clark Street, Chicago, Illinois 60640

Zoning District: B3-3

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: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1997135
5. Dimensions: length, 3 feet, 0 inches; height, 19 feet, 6 inches
Total square feet in area: 68.3 feet, _____ inches
6. Height above grade: 30 feet, 11 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Omega Sign & 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.

4822 S. Cottage Grove Ave.
(Permit No. 101058257)

[Or2024-0011696]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Northwestern Medicine

(* 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: 4822 South Cottage Grove Avenue, Chicago, Illinois 60615

Zoning District: Planned Development Number 1548

DOB Sign Permit Application Number: 101058257

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, 62 feet, 11 inches; height, 3 feet, 11⁵/₈ inches
Total square feet in area: 249 feet, 8 inches
6. Height above grade: 74 feet, 1 inch
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: KDN Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

4822 S. Cottage Grove Ave.
(Permit No. 10158294)

[Or2024-0011698]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Northwestern Medicine

(* 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: 4822 South Cottage Grove Avenue, Chicago, Illinois 60615

Zoning District: Planned Development Number 1548

DOB Sign Permit Application Number: 10158294

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, 18 feet, 3¹/₂ inches; height, 13 feet, 0 inches
Total square feet in area: 237 feet, 9 inches
6. Height above grade: 42 feet, 2 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: KDN Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1819 W. Division St.

[Or2024-0011310]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Good Vets

(* 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: 1819 West Division Street, Chicago, Illinois 60622

Zoning District: B3-3

DOB Sign Permit Application Number: 101055471

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: 1955168
5. Dimensions: length, 2 feet, 11.5 inches; height, 17 feet, 10 inches
Total square feet in area: 52 feet, .76 inches
6. Height above grade: 17 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): East/South
8. Name of Sign Contractor/Erector: Bright Light 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.

3940 W. Fullerton Ave.
(Permit No. 101057417)

[Or2024-0013171]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: CVS Pharmacy

(* 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: 3940 West Fullerton Avenue, Chicago, Illinois 60647

Zoning District: B3-2

DOB Sign Permit Application Number: 101057417

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, 14 feet, 9¹/₈ inches; height, 7 feet, 2¹/₂ inches
Total square feet in area: 106 feet, _____ inches
6. Height above grade: 15 feet, _____ inches (to bottom) 22 feet (to top)
7. Elevation (side of building or lot where the sign will be erected): West Elevation
8. Name of Sign Contractor/Erector: Signco, 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.

3940 W. Fullerton Ave.
(Permit No. 101057916)

[Or2024-0013172]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: CVS Pharmacy

(* 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: 3940 West Fullerton Avenue, Chicago, Illinois 60647

Zoning District: B3-2

DOB Sign Permit Application Number: 101057916

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: BACP1986066
5. Dimensions: length, 14 feet, 9¹/₈ inches; height, 7 feet, 2¹/₂ inches
Total square feet in area: 106 feet, inches
6. Height above grade: 15 feet, inches (to bottom) 22 feet (to top)
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Signco, 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.

360 N. Green St.

[Or2024-0012438]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 360

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 360 North Green Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 1407

DOB Sign Permit Application Number: 101057960

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, 10 feet, _____ inches; height, 4 feet, _____ inches
Total square feet in area: 40 feet, _____ inches
6. Height above grade: 23 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.

2730 N. Halsted St.

[Or2024-0012377]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: All-Right Sign

(* 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: 2730 North Halsted Street, Chicago, Illinois 60614

Zoning District: B3-2

DOB Sign Permit Application Number: 101058005

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 14 feet, 9 inches; height, 9 feet, 3 inches
Total square feet in area: 136 feet, _____ inches
6. Height above grade: 13 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East/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.

8501 W. Higgins Rd.
(12 Feet Long)

[Or2024-0012395]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: WAHL

(* 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: 8501 West Higgins Road, Suite 110, Chicago, Illinois 60631

Zoning District: B3-1

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: 3
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 12 feet, 0 inches; height, 5 feet, 0 inches
Total square feet in area: 60 feet, _____ inches
6. Height above grade: 41 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Northeast
8. Name of Sign Contractor/Erector: IC Signs & Graphics

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

8501 W. Higgins Rd.
(14 Feet Long)

[Or2024-0012392]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: WAHL

(* 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: 8501 West Higgins Road, Suite 110, Chicago, Illinois 60631

Zoning District: B3-1

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, 14 feet, 0 inches; height, 5 feet, 0 inches
Total square feet in area: 140 feet, _____ inches
6. Height above grade: 41 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Northeast
8. Name of Sign Contractor/Erector: IC Signs & Graphics

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

8501 W. Higgins Rd.
(14 Feet Long, 10 Feet High)

[Or2024-0012398]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: WAHL

(* 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: 8501 West Higgins Road, Suite 110, Chicago, Illinois 60631

Zoning District: B3-1

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, 14 feet, 0 inches; height, 10 feet, 0 inches
Total square feet in area: 140 feet, _____ inches
- 6. Height above grade: 41 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): Northeast
- 8. Name of Sign Contractor/Erector: IC Signs & Graphics

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

77 W. Huron St.

[Or2024-0012416]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: FMF West 77 Ashton LLC (west 77)

(* 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: 77 West Huron Street, Chicago, Illinois 60654

Zoning District: DS-3

DOB Sign Permit Application Number: 101056220

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: BACP1979235
5. Dimensions: length, 49 feet, 2 inches; height, 2 feet, 6 inches
Total square feet in area: 123 feet
6. Height above grade: 16 feet, 6 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 & Lighting

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

800 N. Kedzie Ave.

[Or2024-0011121]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Kedzie Plaza (Polished Nails)

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 800 North Kedzie Avenue, Chicago, Illinois 60651

Zoning District: Planned Development Number 407

DOB Sign Permit Application Number: 101055825

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, 9 inches; height, 8 feet, 0 inches
Total square feet in area: 126 feet, _____ inches
6. Height above grade: 12 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3465 N. Kimball Ave.
(Permit No. 101055079)

[Or2024-0012956]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 3445 North Kimball 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: 3465 North Kimball Avenue, Chicago, Illinois 60618

Zoning District: Planned Manufacturing District Number 14

DOB Sign Permit Application Number: 101055079

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, 30 feet, 6 inches; height, 6 feet, 5 inches
Total square feet in area: 195 feet, _____ inches
- 6. Height above grade: 21 feet, _____ inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 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.

3465 N. Kimball Ave.
(Permit No. 101055084)

[Or2024-0012958]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 3445 North Kimball 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: 3465 North Kimball Avenue, Chicago, Illinois 60618

Zoning District: Planned Manufacturing District Number 14

DOB Sign Permit Application Number: 101055084

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, 20 feet, _____ inches; height, 6 feet, _____ inches
Total square feet in area: 120 feet, _____ inches
6. Height above grade: 18 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

2376 N. Lincoln Ave.

[Or2024-0012375]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Raising Cane's Restaurants 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: 2376 North Lincoln Avenue, Chicago, Illinois 60614

Zoning District: Planned Development Number 158

DOB Sign Permit Application Number: 101046761

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: BACP1971485
5. Dimensions: length, 18 feet, 9 inches; height, 2 feet, 5 inches
Total square feet in area: 45 feet, 0 inches
6. Height above grade: 25 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: 41 North Contractors 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.

2762 N. Lincoln Ave.

[Or2024-0012379]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Action Behavior Centers

(* 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: 2762 North Lincoln Avenue, Unit B, Chicago, Illinois 60614

Zoning District: B3-2

DOB Sign Permit Application Number: 101055607

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: BACP1975593
5. Dimensions: length, 32 feet, 0 inches; height, 3 feet, 6 inches
Total square feet in area: 112 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/East
8. Name of Sign Contractor/Erector: Aubrey

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.

5500 W. Madison St.

[Or2024-0011180]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Aspire Center for Workforce Development

(* 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: 5500 West Madison Street, Chicago, Illinois 60644

Zoning District: B3

DOB Sign Permit Application Number: 101052633

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces:
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 9 feet, 0 inches; height, 17 feet, 4 inches
Total square feet in area: 156 feet, 0 inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2367 N. Milwaukee Ave.

[Or2024-0011311]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ascend Wellness

(* 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: 2367 North Milwaukee Avenue, Chicago, Illinois 60647

Zoning District: C1-2

DOB Sign Permit Application Number: 101056952

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: BACP1973966
5. Dimensions: length, 22 feet, 2 inches; height, 4 feet, 10 inches
Total square feet in area: 107 feet, 0 inches
6. Height above grade: 20 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South/West
8. Name of Sign Contractor/Erector: Vital 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.

838 Patton Dr.

[Or2024-0012403]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Etihad Cargo

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 838 Patton Drive, Chicago, Illinois 60603

Zoning District: Planned Development Number 0

DOB Sign Permit Application Number: 101055160

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, 9 inches; height, 7 feet, 2 inches
Total square feet in area: 105 feet, 8 inches
6. Height above grade: 22 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Bright Light 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.

1805 S. Paulina St.

[Or2024-0012220]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Dominican University

(* 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: 1805 South Paulina Street, Chicago, Illinois 60608

Zoning District: B3-5

DOB Sign Permit Application Number: 101055824

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: BACP1977246
5. Dimensions: length, 29 feet, 6 inches; height, 4 feet, 7 inches
Total square feet in area: 135 feet
6. Height above grade: 69 feet, 7 inches (to top of sign or sign structure)
7. Elevation (side of building or lot where the sign will be erected): North (West 18th Street)
8. Name of Sign Contractor/Erector: James D. Ahern Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1815 S. Paulina St.

[Or2024-0012224]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Dominican University

(* 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: 1815 South Paulina Street, Chicago, Illinois 60608

Zoning District: B3-2

DOB Sign Permit Application Number: 101055819

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: BACP1977215
5. Dimensions: length, 17 feet, 8 inches; height, 5 feet, 10 inches
Total square feet in area: 103 feet
6. Height above grade: 15 feet, 10 inches (to top of sign or sign structure)
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: James D. Ahern Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

7130 N. Western Ave.

[Or2024-0011408]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: M&C Castle Mart, 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: 7130 North Western Avenue, Chicago, Illinois 60645

Zoning District: B3-2

DOB Sign Permit Application Number: 101057685

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 12 feet, 0 inches; height, 10 feet, 6 inches
Total square feet in area: 126 feet, 0 inches
6. Height above grade: 23 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South/East
8. Name of Sign Contractor/Erector: Aurora 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.

330 W. 26th St.

[Or2024-0011321]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Carbon on 26th 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: 330 West 26th Street, Chicago, Illinois 60616

Zoning District: C1-3

DOB Sign Permit Application Number: 101056981

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, 2 feet, 6 inches; height, 20 feet, 0 inches
Total square feet in area: 50 feet, 0 inches
6. Height above grade: 14 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South 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.

3750 W. 26th St.

[Or2024-0011517]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ahmed Hegazy

(* 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: 3750 West 26th Street, Chicago, Illinois 60623

Zoning District: B2

DOB Sign Permit Application Number: 101056042

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, 28 feet, _____ inches; height, 7 feet, _____ inches
Total square feet in area: 196 feet, _____ inches
6. Height above grade: 29 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Reesha Printing & 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.

339 E. 47th St.

[Or2024-0011258]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Thayer Hamdan

(* 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: 339 East 47th Street, Chicago, Illinois 60653

Zoning District: B1

DOB Sign Permit Application Number: 101053602

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, 17 feet, _____ inches; height, 2 feet, 6 inches
Total square feet in area: 43 feet, _____ inches
6. Height above grade: 7 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Reesha Printing & 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.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

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

THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:

RECOGNITION OF CAROL MOSELEY BRAUN FOR COMMITMENT TO SOCIAL JUSTICE, GENDER AND RACIAL EQUITY AND SERVICE TO ILLINOIS.

[R2024-0012984]

WHEREAS, Ambassador Carol Moseley Braun has dedicated her life to the pursuit of social justice, gender and racial equity, and has served the people of Illinois with unwavering commitment and distinction; and

WHEREAS, The daughter of a law enforcement officer and a medical technician, Ambassador Moseley Braun was educated in the Chicago Public Schools at the elementary and secondary level and received her Bachelor of Arts degree from the University of Illinois in 1969; and

WHEREAS, As the Northern District of Illinois assistant United States attorney, she earned the Attorney General's Special Achievement Award for her work in housing, health policy and environmental law; and

WHEREAS, In 1978, she was elected to the Illinois General Assembly as a Democrat and served for a decade; and

WHEREAS, Ambassador Moseley Braun, as a United States Senator, broke significant barriers by becoming the first African American woman elected to the U.S. Senate, representing the State of Illinois from 1993 to 1999 and blazing new pathways for women of color in political leadership; and

WHEREAS, Her unwavering dedication to human rights was further exemplified at the global level by her work as the United States Ambassador to New Zealand and Samoa, and continues today in her role as chair of the United States African Development Foundation where she promotes international cooperation and understanding; and

WHEREAS, Throughout her career, Ambassador Carol Moseley Braun has been a tireless champion for civil and human rights, women's rights and economic justice, working to ensure that all individuals have the opportunity to succeed and thrive; and

WHEREAS, Ambassador Carol Moseley Braun's contributions extend beyond her legislative achievements, as she has also been a mentor, role model and inspiration to many, breaking down barriers and paving the way for future generations of leaders, demonstrating the power of perseverance and dedication to public service; and

WHEREAS, The City of Chicago and its residents have greatly benefited from her vision, leadership and unwavering commitment to justice and equality; and

WHEREAS, On October 25, 2024, Ambassador Moseley Braun will receive YWCA Metropolitan Chicago's Trailblazer Award at its 52nd Annual Luncheon; now, therefore,

Be It Resolved, That the City Council of Chicago, together with the Mayor of Chicago, does hereby recognize and honor Ambassador Carol Moseley Braun for her steadfast commitment to social justice, gender and racial equity, and her unwavering public service to the people of Illinois; and

Be It Further Resolved, That a copy of this resolution be presented to Ambassador Carol Moseley Braun as a symbol of our appreciation and respect for her distinguished career and of our esteem and appreciation for her outstanding contributions to our community and our nation.

Presented By

ALDERPERSON DOWELL (3rd Ward):

TRIBUTE TO LATE DR. EMIEL HAMBERLIN.

[R2024-0012511]

WHEREAS, It is with great sadness that the members of this chamber have been informed of the passing of Dr. Emiel Hamberlin on September 5, 2024; and

WHEREAS, Emiel Hamberlin was born on November 8, 1939 in Fayette, Mississippi to the parents of Emiel and Douglas (Olga) Hamberlin alongside six siblings; and

WHEREAS, As a young child, Emiel was an enthusiastic learner. He was fascinated with science and was an advocate reader and enjoyed caring for animals. While attending school in his formative years, Emiel would strive for excellence, often telling his beloved "Ms. Minnie", "I'm going to be the valedictorian of the class", and indeed he was; and

WHEREAS, After attending Alcorn State University in 1964, Emiel continued his love of learning, pursuing higher education. During his time at Alcorn, he became a member of Omega Psi Phi and graduated with a Bachelor of Arts in biology. He also achieved a master's degree in vocational education (EdD) in 1978 at the University of Illinois in Champaign and later a doctoral degree (PhD) in horticulture in 1982 at the University of Illinois in Champaign. Emiel later received a degree in advanced studies at Northwestern University in 1993; and

WHEREAS, Emiel gave his life to Christ at an early age. After graduating from college, Emiel moved to Chicago and joined Liberty Baptist Church, making it his church home. Emiel was a very active member where he became a deacon and trustee; and

WHEREAS, Throughout his 40-year teaching career at DuSable High School, Emiel valued education. He believed that education was the key to upward mobility and placed a strong emphasis on his students receiving the best education possible. Emiel believed that education should be fair and equitable and always tried to meet his students' individual needs, often being known to say, "I'm your educational physician"; and

WHEREAS, Emiel thought that education should not only take place in the classroom, but also outside of the classroom as well, believing learning was an active process. Whether it was exploring nature, visiting museums or going on various field trips engaging in hands-on activities, Emiel ensured experiences for his students that not only had a profound effect on them but also on himself. He ensured that each of his students maximized learning opportunities and encouraged and assisted many of them in attending and graduating from colleges and prestigious universities; and

WHEREAS, Throughout Emiel's educational career, he won many academic/special recognition awards, including the Golden Apple Teacher Award as an extraordinary instructor (1996), Kohl Family Foundation (1992), Citizens Schools Committee School Improvement Award (1990), Who's Who Among Black Americans (1988), Newsweek Magazine, Inc. (1986), City of Chicago Harold Washington Horticulture (1986), Ora Higgins Youth Foundation Community Service (1985), State of Illinois Master Teacher Award (1980), Will/Cook County Conservation Award (1978), State of Illinois -- Those Who Excel Teacher of the Year (1977), featured on ABC's "20/20 with Hugh Downs" as an extraordinary instructor (1977), Professional Personnel Director Environmental Educator (1975), Outstanding Secondary Educator of America (1974), the City of Chicago Teacher of the Year (1971) and an award from Harold Washington Cultural Center,

Educational Impact Committed to: Children, Community and Culture (2022). Emiel was also featured in the book *America Behind the Colored Lines* by Henry Louis Gates (2004); and

WHEREAS, Emiel loved his “Ms. Minnie” and Ms. Minnie loved her Emiel, having met in Mississippi at the age of eight years old and intuitively knowing that they were meant for each other. They were married in 1965 and had two children, Emiel Hamberlin III (Emiel Hamberlin IV and Kenneth) of Atlanta, Georgia and Mark Hamberlin (Angela and Jordan) of Chicago, Illinois. They had 59 truly joyful years of the deepest love, happiest marriage and truest partnership that one could ever imagine; 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 ninth day of October 2024 A.D., do hereby honor the life and service of Dr. Emiel Hamberlin. His remarkable contributions to education, numerous accolades and his dedication to community service and his fraternity exemplify his commitment to excellence and a positive impact on society. His legacy will continue to inspire and influence future generations; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dr. Emiel Hamberlin.

TRIBUTE TO LATE BEVERLY HAMILTON ROBINSON.

[R2024-0012512]

WHEREAS, It is with great sadness that the members of this chamber have been informed of the passing of Beverly Hamilton Robinson on September 5, 2024; and

WHEREAS, Beverly was raised in Pittsburg, Pennsylvania. She acquired her higher academic training as a social worker from Howard University. From an early age, Beverly was determined that her career path would be devoted to addressing the needs of individuals who have serious mental illness/behavioral health disorders and to mentoring other mental health professionals towards excellence; and

WHEREAS, After moving to Chicago, Beverly worked at the Bobby E. Wright Comprehensive Behavior Health Center, which provided services to improve the lives of countless individuals seeking mental health/behavioral health support. Beverly’s commitment to providing competent, culturally sensitive care was evident in her role as clinical administrator as she tailored programs to meet the needs of Chicago’s diverse populations on the West Side. As a mentor to fellow professionals, she modeled and encouraged supportive self-care, continuing her leadership for the past 42 years in the Sisterhood Gathering that began there; and

WHEREAS, As director of the Mile Square Mental Health Center, Beverly Hamilton Robinson furthered her dedication to mental health services, ensuring that the community

had access to high-quality, affordable and patient-centered care. Beverly's efforts contributed to their expanding mental health outreach and helping people manage mental illness with dignity and compassion; and

WHEREAS, In 2003, Beverly was a founding member of the Community of African American Mental Health Professionals (CMMHP). CMMHP was created as a result of Chicago's E2 tragedy, to provide culturally appropriate crisis intervention and crisis debriefing to survivors and family members of the victims of this tragedy; 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 ninth day of October 2024 A.D., do hereby honor the life, service and contributions of Beverly Hamilton Robinson, MSW, for her tireless dedication to social services, her compassionate service to the community, her exemplary leadership and her unwavering commitment to her family, friends and extended professional network; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Beverly Hamilton Robinson.

CONGRATULATIONS EXTENDED TO GN BANK ON 90 YEARS OF CONTINUED SERVICE.

[R2024-0012510]

WHEREAS, GN Bank has been a pillar of economic empowerment in the African American community, providing financial services to the South Side's residents for 90 years and has become a pillar of the South Side's economic infrastructure; and

WHEREAS, On April 28, 1934, GN Bank, then known as Illinois Federal Savings, received its charter. It primarily served Chicago's South Side community that had been underserved by other financial institutions. Over the decades, IFS played a crucial role in helping African American families in Chicago achieve homeownership and build wealth through providing loans and financial services; and

WHEREAS, It must be noted that Black women formed the crucial administrative backbone of the bank, right from its inception; and

WHEREAS, On April 28, 2016, the bank was recapitalized and given a new beginning by the Nduom family, led by Dr. Papa Kwesi Nduom, Chairman of Groupe Nduom. The acquisition brought much-needed capital and a renewed focus on the bank's mission. On May 31, 2018, the bank was renamed GN Bank with a federal stock charter in order to align the bank with the shareholders' broader global brand, while continuing its focus on serving the local community; and

WHEREAS, GN Bank bears the Community Development Financial Institution trademark issued by the U.S. Department of Treasury. GN Bank is a participant in the Minority Bank Deposit Program, managed by the Department of Treasury's Bureau of the Fiscal Service. The bank is also an approved City of Chicago municipal depository. It is the only Black-owned bank based in the state of Illinois; and

WHEREAS, GN Bank has maintained its commitment to serving the African American community in Chicago. The bank continues to offer financial products and services designed to meet the needs of individuals, families and small businesses in underserved areas; and

WHEREAS, GN Bank's history in Chicago reflects a longstanding and continued commitment to economic empowerment in the African American community. Through its various phases it has been a steadfast institution, providing critical financial services in a community often marginalized by larger financial institutions. The bank's survival and adaptation through multiple challenges underscores its importance as a pillar of the South Side's economic fabric; 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 ninth day of October 2024 A.D., do hereby celebrate the history and continued service of GN Bank and encourage all Chicagoans to join in the celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the leadership of GN Bank.

Presented By

ALDERPERSON HALL (6th Ward):

CONGRATULATIONS EXTENDED TO DR. RHONDA CHILDRESS ON 70TH BIRTHDAY.

[R2024-0012319]

WHEREAS, The City of Chicago City Council takes great pride in recognizing and celebrating the milestones of individuals who have made significant contributions to their community and the spiritual life of this city; and

WHEREAS, Dr. Rhonda Childress, a respected spiritual leader, motivational speaker and beloved member of the community, has recently joined the ranks of Chicago's esteemed septuagenarians, marking her 70th birthday with a legacy of faith, service and inspiration; and

WHEREAS, Dr. Rhonda Childress has always held a deep love for the Lord, embarking on a "Jesus Journey" that has seen her serve in several church ministries, walking in righteousness and embracing the gifts of the five-fold ministry, which she uses to serve and uplift those around her; and

WHEREAS, Dr. Rhonda Childress is a dedicated member of Living Word Christian Center (LWCC) under the leadership of Dr. Bill Winston, where she received her ministerial license in 2010, affirming her as a minister for the Kingdom work that God has called her to do. She is also a valued member of the Faith Ministries Alliance at LWCC; and

WHEREAS, In recognition of her spiritual and community contributions, Dr. Childress was awarded an honorary doctorate degree from Kingdom of God University in 2013, further solidifying her status as a visionary leader and role model. Dr. Rhonda Childress holds a Master of Science degree in special education from Chicago State University and faithfully served the Chicago Public Schools (CPS) as a special education teacher until her retirement, demonstrating her lifelong dedication to the education and development of young people. Dr. Childress' journey to LWCC included graduating from the Joseph Business School in 2005 and the School of Ministry and Mission in 2008, equipping her with both spiritual and practical knowledge to further her mission of service to others; and

WHEREAS, Dr. Rhonda Childress is the executive director of ABLE Transitional Services, an organization dedicated to teaching job readiness and life skills to young adults with disabilities, and while this business is on hold, her work reflects her commitment to empowering others and ensuring all individuals can live with dignity and purpose; and

WHEREAS, Dr. Childress is the president and founder of the "Tree of Life Women's Ministry" and "Women of Wonder" (WOW), both initiatives designed to empower women, with WOW focusing on women aged 50 and above, providing them with encouragement, fellowship and spiritual growth opportunities; and

WHEREAS, As a businesswoman and entrepreneur, Dr. Rhonda Childress owns "Matches Creations", a business that showcases her creativity and talent for coordinating colors and décor, while embodying her firm belief that God provides the provision for the visions He bestows upon her; and

WHEREAS, In addition to her many other achievements, Dr. Childress is a playwright, having authored *Find Debra (A Woman's Journey of Abuse)*. She is in the process of writing two books: an autobiography, *From Ugly Duckling to Beautiful Swan from the Inside Out*, and a motivational book, *Selah Moments Revelations from God*, that offers her wisdom and life experiences to inspire others; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has brought to the attention of this august body Dr. Rhonda Childress' many contributions to the spiritual, educational and business communities, as well as her unwavering commitment to serving others with grace, faith and excellence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this ninth day of October 2024, do hereby honor and congratulate Dr. Rhonda Childress on the occasion of her 70th birthday and commend her for her outstanding service to this city and her South Side spiritual community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Rhonda Childress as a token of our esteem and best wishes for her continued success, health and happiness.

CONGRATULATIONS EXTENDED TO DR. LA'VEL F. HARDY ON 28TH ANNIVERSARY OF SERVICE AS PASTOR OF GOD'S HOUSE OF ALL NATIONS CHURCH.

[R2024-0012276]

WHEREAS, Pastor Dr. La'VeL F. Hardy, an esteemed leader and spiritual guide of God's House of All Nations (GHOAN) Church, is celebrating her 28th anniversary of devoted service to this iconic spiritual institution; and

WHEREAS, On October 1, 2024, God's House of All Nations will begin a month-long celebration honoring Pastor Dr. Hardy's leadership, spiritual guidance and the transformative impact she has made through her ministry over nearly three decades of service; and

WHEREAS, Dr. Hardy has faithfully continued the legacy of her forebearers, being the third generation of church leaders following in the footsteps of her grandmother, mother, Bessie Bott, and her father, Bishop Elgin E. Little II, who both established strong foundations of holiness, service and community empowerment; and

WHEREAS, La'VeL F. Hardy accepted salvation as a teenager and was called to the ministry at an early age, beginning her journey as a youth pastor, then as assistant pastor, and after the passing of her father in 1996, answering God's call to lead GHOAN as its pastor; and

WHEREAS, Pastor Hardy has been instrumental in expanding the ministries of GHOAN to meet the spiritual, emotional and social needs of the surrounding community, offering outreach and support to men, women, children and those who have been marginalized or abused, demonstrating her deep commitment to inclusivity and healing; and

WHEREAS, Under Pastor Hardy's guidance, GHOAN completed the construction of a \$2 Million church and multi-purpose facility in 1999, a vision that was initiated by her father, thus solidifying GHOAN's place as a beacon of hope and faith on Chicago's South Side; and

WHEREAS, Pastor Dr. La'Vel F. Hardy, with the assistance of her mother, Velma Payne Little, Senior Advisor, continues to lead with wisdom, anointing and dedication, ensuring that the church remains a place of refuge, spiritual empowerment and renewal for all who seek salvation and deliverance; and

WHEREAS, Pastor Dr. La'Vel F. Hardy is a well-respected community leader, not only as a pastor but as an educator, holding multiple degrees, including an Associate of Arts degree in early childhood education from Kennedy-King College, a Bachelor of Arts degree from National Louis University, a Master of Science degree in education from Logos Bible College and Seminary, and a Doctor of Divinity degree from St. Michael's Institute; and

WHEREAS, The Honorable William E. Hall has brought to the attention of this august body the profound impact Pastor Dr. La'Vel F. Hardy has made on both the church community and the city as a whole, embodying the values of service, faith and dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, here assembled this ninth day of October 2024, do hereby recognize and congratulate Pastor Dr. La'Vel F. Hardy on her 28 years of remarkable service as pastor of God's House of All Nations Church, and extend our heartfelt appreciation for her steadfast leadership and immeasurable contributions to the spiritual and social well-being of Chicago's South Side community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Dr. La'Vel F. Hardy as a token of our highest esteem and best wishes for continued success.

Presented By

ALDERPERSON HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO CHARLENE M. BEASLEY ON 70TH BIRTHDAY.

[R2024-0012882]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charlene M. Beasley in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Charlene M. Beasley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charlene M. Beasley belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Charlene M. Beasley on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charlene M. Beasley for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charlene M. Beasley in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LILLIE M. BROWN ON 80TH BIRTHDAY.
[R2024-0012896]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillie M. Brown in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lillie M. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lillie M. Brown belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Lillie M. Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lillie M. Brown for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lillie M. Brown in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOYCE E. BUTTS ON 80TH BIRTHDAY.

[R2024-0012897]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joyce E. Butts in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Joyce E. Butts on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joyce E. Butts belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Joyce E. Butts on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joyce E. Butts for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joyce E. Butts in honor of her 80th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO HATTIE M. CONWAY ON 85TH BIRTHDAY.

[R2024-0012856]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hattie M. Conway in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Hattie M. Conway on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hattie M. Conway belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Hattie M. Conway on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Hattie M. Conway for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Hattie M. Conway in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LULA M. CONWAY ON 85TH BIRTHDAY.
[R2024-0012857]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lula M. Conway in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lula M. Conway on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lula M. Conway belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Lula M. Conway on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lula M. Conway for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lula M. Conway in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DELORES A. GILLIS ON 90TH BIRTHDAY.
[R2024-0012898]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Delores A. Gillis in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Delores A. Gillis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Delores A. Gillis belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Delores A. Gillis on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Delores A. Gillis for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Delores A. Gillis in honor of her 90th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO OLLIE GRAVES ON 90TH BIRTHDAY.

[R2024-0012899]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ms. Ollie Graves in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ms. Ollie Graves on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ms. Ollie Graves belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Ms. Ollie Graves on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ms. Ollie Graves for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Ollie Graves in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MAHALIA A. HINES ON 80TH BIRTHDAY.

[R2024-0012884]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mahalia A. Hines in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mahalia A. Hines on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mahalia A. Hines belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Mahalia A. Hines on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Mahalia A. Hines for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mahalia A. Hines in honor of her 80th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO FRANK D. HORTON ON 90TH BIRTHDAY.

[R2024-0012886]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Frank D. Horton in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Frank D. Horton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Frank D. Horton belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Frank D. Horton on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Frank D. Horton for his continued good health, happiness and success following this, his 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frank D. Horton in honor of his 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RONALD MARTIN ON 85TH BIRTHDAY.

[R2024-0012901]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronald Martin in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ronald Martin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronald Martin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Ronald Martin on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ronald Martin for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ronald Martin in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THEODORE RAWLAND FLOYD ON 90TH BIRTHDAY.

[R2024-0012603]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Theodore Rawland Floyd in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Theodore Rawland Floyd on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Theodore Rawland Floyd belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate Theodore Rawland Floyd on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Theodore Rawland Floyd for his continued good health, happiness and success following this, his 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Theodore Rawland Floyd in honor of his 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES C. TIBBS, JR. ON 80TH BIRTHDAY.
[R2024-0012903]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James C. Tibbs, Jr. in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James C. Tibbs, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James C. Tibbs, Jr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024, do hereby congratulate James C. Tibbs, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to James C. Tibbs, Jr. for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James C. Tibbs, Jr. in honor of his 80th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON CHICO (10th Ward):

CONGRATULATIONS EXTENDED TO ASSUMPTION GREEK ORTHODOX CHURCH ON 100TH ANNIVERSARY.

[R2024-0012854]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest wishes to Assumption Greek Orthodox Church in honor of their 100th year celebration; and

WHEREAS, On behalf of the entire 10th Ward, Alderperson Peter Chico would like to extend his personal tribute to Assumption Greek Orthodox Church on this momentous occasion as recognized for being a stellar resident of the City of Chicago; and

WHEREAS, Assumption Greek Orthodox Church is a vibrant and growing Orthodox Christian Faith parish in the community, supporting various neighborhood events, interfaith thanksgiving services and hosting several gatherings at their church parish. Assumption Greek Orthodox parish contributes school supplies each year to neighborhood students, donates food, clothing and various items to those in need and supports local annual collections. Assumption Greek Church has an annual Greek Fest and is a great and beloved part of our Hegewisch neighborhood events; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this October 9, 2024, do hereby congratulate Assumption Greek Orthodox Church on their 100th year celebration on October 13, 2024; and

Be It Further Resolved, That we extend our most heartfelt wishes to Assumption Greek Orthodox Church for their continued good health, happiness and success following this, their 100th year anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Assumption Greek Orthodox Church in honor of their 100th year anniversary on October 9, 2024 as a token of our esteem and good wishes.

Presented By

ALDERPERSON QUINN (13th Ward):

TRIBUTE TO LATE DEBORAH ANN O'FARRELL.

[R2024-0013015]

WHEREAS, God, in His infinite wisdom, has called Deborah Ann O'Farrell to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Deborah Ann O'Farrell, 65, passed from our hands into God's loving arms on September 18, 2024. She was the devoted spouse of David O'Farrell for 37 wonderful years and the proud mother of Kelly (David) Vaughan; and

WHEREAS, Deborah cherished her family deeply, leaving behind her siblings, Donald (Cathy) Churchill, Rose (Bill) Baranyk and Joe (Sherry) Noto. As a beloved aunt and sister-in-law, she brought joy and love to many, leaving a lasting impact on all who knew her; and

WHEREAS, Deborah's warmth and kindness will be profoundly missed by her family and friends. Her spirit will forever remain in our hearts; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth day of October 2024, do hereby express our sorrow on the death of Deborah Ann O'Farrell and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Deborah Ann O'Farrell.

TRIBUTE TO LATE CHRISTINA M. POWERS.

[R2024-0012942]

WHEREAS, God, in His infinite wisdom, has called Christina M. Powers to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Christina M. Powers was the beloved wife of the late Donald J., Jr.; loving mother of Donald III (Betty), Michael (Aneta), Ashley (Marc), James (Jessica) Powers and Gina (Kenny) Veraldi; cherished grandmother of Arya, Anna, Donnie IV and Michael, Jr.; dear sister of Josie, Anthony, John, Bob, Cindy, Frank, Janice, Joey, Jackie, David, Ricky, Debbie, Sandy, the late Judy and the late Blondie; fond aunt of many nieces and nephews; and dear cousin, friend and second mother to many; and

WHEREAS, Christina M. Powers leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this ninth day of October 2024, do hereby express our sorrow on the death of Christina M. Powers and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Christina M. Powers.

CONGRATULATIONS EXTENDED TO OFFICER MIGUEL CUADRADO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012957]

WHEREAS, Police Officer Miguel Cuadrado, Star Number 5437, served on the Chicago Police Department from December 2, 1991 to July 15, 2024, completing 32 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 32 years of service with the Chicago Police Department, Police Officer Miguel Cuadrado excelled in many areas. He received 183 awards and achievements: three complimentary letters, 20 department commendations, 132 honorable mentions, a special commendation and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Miguel Cuadrado for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Miguel Cuadrado.

CONGRATULATIONS EXTENDED TO OFFICER VINCENT DARLING ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012948]

WHEREAS, Police Officer Vincent Darling, Star Number 19037, served on the Chicago Police Department from December 2, 1996 to July 1, 2024, completing 27 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 27 years of service with the Chicago Police Department, Police Officer Vincent Darling excelled in many areas. He received 40 awards and achievements: two complimentary letters, a department commendation, 13 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Vincent Darling for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Vincent Darling.

CONGRATULATIONS EXTENDED TO OFFICER FRANCIS DE PEDER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012945]

WHEREAS, Police Officer Francis DePeder, Star Number 11905, served on the Chicago Police Department from August 21, 1990 to February 15, 2024, completing 33 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 33 years of service with the Chicago Police Department, Police Officer Francis DePeder excelled in many areas. He received 90 awards and achievements: eight complimentary letters, two department commendations, 70 honorable mentions, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Francis DePeder for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Francis DePeder.

CONGRATULATIONS EXTENDED TO CATHERINE KISZKAN ON
100TH BIRTHDAY.

[R2024-0012943]

WHEREAS, Catherine Kiszkan was born on November 19, 1924. She consequently celebrates her 100th birthday this year; and

WHEREAS, The Honorable Marty Quinn, Alderperson of the 13th Ward, has apprised the members of the chamber of this remarkable woman's auspicious milestone; and

WHEREAS, Catherine was born and raised in the Little Italy neighborhood in Chicago. In the 1950s, she moved to the Clearing neighborhood; and

WHEREAS, Catherine has selflessly volunteered in numerous veterans organizations, served as election judge and given her time to family and friends; and

WHEREAS, Catherine's many accomplishments demonstrate strength, character and fortitude that serve as an example to today's youth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this ninth day of October 2024, do hereby congratulate Catherine Kiszkan on her 100th birthday and extend our very best wishes for many more birthdays to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Catherine Kiszkan.

CONGRATULATIONS EXTENDED TO OFFICER RAYCO LEE ON RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012952]

WHEREAS, Police Officer Rayco Lee, Star Number 17023, served on the Chicago Police Department from December 5, 1994 to March 15, 2024, completing 29 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 29 years of service with the Chicago Police Department, Police Officer Rayco Lee excelled in many areas. He received 65 awards and achievements: six complimentary letters, two department commendations, 49 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Rayco Lee for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Rayco Lee.

CONGRATULATIONS EXTENDED TO OFFICER THOMAS POVSNER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012955]

WHEREAS, Police Officer Thomas Povsner, Star Number 9104, served on the Chicago Police Department from November 22, 1993 to January 15, 2024, completing 30 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 30 years of service with the Chicago Police Department, Police Officer Thomas Povsner excelled in many areas. He received 77 awards and achievements: six complimentary letters, five department commendations, 34 honorable mentions, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Thomas Povsner for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Thomas Povsner.

CONGRATULATIONS EXTENDED TO OFFICER RONNIE WILLIAMS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2024-0012944]

WHEREAS, Police Officer Ronnie Williams, Star Number 5430, served on the Chicago Police Department from December 13, 1993 to February 15, 2024, completing 30 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 30 years of service with the Chicago Police Department, Police Officer Ronnie Williams excelled in many areas. He received 44 awards and achievements: six complimentary letters, two department commendations, 16 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sincerest appreciation to Police Officer Ronnie Williams for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Ronnie Williams.

Presented By

ALDERPERSON LOPEZ (15th Ward):

CONGRATULATIONS EXTENDED TO MARTHA ALAMILLO ON 80TH BIRTHDAY.

[R2024-0012997]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Martha Alamillo in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Martha Alamillo on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Martha Alamillo has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Martha Alamillo for her continued good health, happiness and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Martha Alamillo in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ESTHER ARANA ON 80TH BIRTHDAY.

[R2024-0012996]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Esther Arana in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Esther Arana on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Esther Arana has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Esther Arana for her continued good health, happiness and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Esther Arana in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MONSERRATE AVILES ON
65TH BIRTHDAY.

[R2024-0012991]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Monserrate Aviles in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Monserrate Aviles on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Monserrate Aviles now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Monserrate Aviles for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Monserrate Aviles in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EMMA BOUCHEE ON 75TH BIRTHDAY.
[R2024-0013002]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Emma Bouchee in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Emma Bouchee on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Emma Bouchee has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Emma Bouchee for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Emma Bouchee in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EFRAIN CALDERON ON 70TH BIRTHDAY.
[R2024-0013009]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Efrain Calderon in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Efrain Calderon on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Efrain Calderon has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Efrain Calderon for his continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Efrain Calderon in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WALTER CAUSEY ON 65TH BIRTHDAY.
[R2024-0012994]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Walter Causey in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Walter Causey on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Walter Causey now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Walter Causey for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Walter Causey in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALLEN CHIN ON 70TH BIRTHDAY.

[R2024-0013008]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Allen Chin in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Allen Chin on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Allen Chin has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do

hereby extend our warmest and heartfelt best wishes to Allen Chin for his continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Allen Chin in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO OTIS DAVIS ON 75TH BIRTHDAY.

[R2024-0013000]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Otis Davis in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Otis Davis on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Otis Davis has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Otis Davis for his continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Otis Davis in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NOEL DELFIERRO ON 70TH BIRTHDAY.

[R2024-0013012]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Noel Delfierro in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Noel Delfierro on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Noel Delfierro has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Noel Delfierro for his continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Noel Delfierro in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY DEMARCO ON 75TH BIRTHDAY.

[R2024-0013005]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Demarco in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Mary Demarco on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Mary Demarco has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Mary Demarco for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Mary Demarco in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWENDOLYN EVANS ON 75TH BIRTHDAY.
[R2024-0013003]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Evans in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Gwendolyn Evans on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Gwendolyn Evans has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Gwendolyn Evans for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Gwendolyn Evans in honor of her 75th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO REDMOND FISHER ON 80TH BIRTHDAY.
[R2024-0012998]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Redmond Fisher in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Redmond Fisher on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Redmond Fisher has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Redmond Fisher for her continued good health, happiness and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Redmond Fisher in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BARBARA HARRIS ON 75TH BIRTHDAY.
[R2024-0013001]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara Harris in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Barbara Harris on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Barbara Harris has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Barbara Harris for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Barbara Harris in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEBRA JONES ON 65TH BIRTHDAY.
[R2024-0012988]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Debra Jones in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Debra Jones on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Debra Jones now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Debra Jones for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Debra Jones in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CAROLYN LOFTON-BROWN ON
65TH BIRTHDAY.

[R2024-0012915]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Lofton-Brown in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Carolyn Lofton-Brown on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Carolyn Lofton-Brown now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Carolyn Lofton-Brown for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carolyn Lofton-Brown in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES MC ARDLE ON 70TH BIRTHDAY.

[R2024-0013011]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James McArdle in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to James McArdle on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, James McArdle has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to James McArdle for his continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to James McArdle in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL MC NAMARA ON
75TH BIRTHDAY.

[R2024-0013006]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael McNamara in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Michael McNamara on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Michael McNamara has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Michael McNamara for his continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Michael McNamara in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CYNTHIA NAIF ON 65TH BIRTHDAY.

[R2024-0012986]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cynthia Naif in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Cynthia Naif on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Cynthia Naif now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Cynthia Naif for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Cynthia Naif in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAQUEL BARAJAS RAMIREZ ON 70TH BIRTHDAY.

[R2024-0013007]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raquel Barajas Ramirez in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Raquel Barajas Ramirez on the occasion of this

momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Raquel Barajas Ramirez has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Raquel Barajas Ramirez for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Raquel Barajas Ramirez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CYNTHIA RUANO ON 65TH BIRTHDAY.

[R2024-0012987]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cynthia Ruano in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Cynthia Ruano on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Cynthia Ruano now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Cynthia Ruano for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Cynthia Ruano in honor of her 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO PAULA SABUTIS ON 65TH BIRTHDAY.
[R2024-0012993]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Paula Sabutis in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Paula Sabutis on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Paula Sabutis now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Paula Sabutis for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Paula Sabutis in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NOEMI SALAZAR ON 65TH BIRTHDAY.
[R2024-0012992]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Noemi Salazar in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Noemi Salazar on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Noemi Salazar now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Noemi Salazar for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Noemi Salazar in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARYBETH SINGLETON ON 65TH BIRTHDAY.

[R2024-0012990]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marybeth Singleton in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Marybeth Singleton on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Marybeth Singleton now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Marybeth Singleton for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Marybeth Singleton in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LUCILLE THATCH ON 75TH BIRTHDAY.

[R2024-0013004]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lucille Thatch in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Lucille Thatch on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lucille Thatch has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lucille Thatch for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Lucille Thatch in honor of her 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO IRMA TIRADO ON 65TH BIRTHDAY.

[R2024-0012989]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Irma Tirado in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Irma Tirado on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Irma Tirado now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Irma Tirado for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Irma Tirado in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EILEEN TRENTZ ON 70TH BIRTHDAY.

[R2024-0013010]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eileen Trentz in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Eileen Trentz on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Eileen Trentz has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this ninth of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Eileen Trentz for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Eileen Trentz in honor of her 70th birthday as a token of our esteem and good wishes.

RECOGNITION OF OCTOBER AS "ITALIAN AMERICAN HERITAGE MONTH" IN CHICAGO.

[R2024-0013013]

WHEREAS, Italians began migrating to the United States in the 1880s, and today there are more than 26 million Americans of Italian descent in this country; and

WHEREAS, With more than half a million Italian Americans living in greater Chicagoland, Illinois has been ranked seventh among states with the largest Italian American population; and

WHEREAS, Since 1952, the Joint Civic Committee of Italian Americans has served as the congress of 60-plus Italian American organizations in the Chicagoland area; and

WHEREAS, Since 1952, the Joint Civic Committee of Italian Americans has celebrated the Columbus Day Parade in Chicago, celebrating the heritage of Italian Americans who have made this city and state of Illinois home; and

WHEREAS, The Native American tribes of the Dakota Sioux, represented by Frank Blackcloud and Eunice Davidison; Creek Sioux represented by David Finkenbinder; Navajo Nation represented by Jonathan and Crystal Tso; Cherokee represented by Tony Henson and Ivan A. Dozier; Spirit Lake Tribe represented by Audie Swiftbird; and Chippewa nations stand with the Chicago Italian American community to celebrate our respective culture and great gifts each of our communities has given this great country; and

WHEREAS, We celebrate the contributions of our 2024 Columbus Day Parade chairman, Scott Harris, cofounder of the iconic Francesca's Restaurants that first opened its doors in Chicago in 1992, a culinary empire that has grown throughout Chicago and the surrounding suburbs; and

WHEREAS, Scott Harris has been a mentor and leader to many chefs in the restaurant industry in Chicago and great friend to the Italian American community; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the members of the City Council of the City of Chicago, recognize the month of October as "Italian American Heritage Month" and join our robust Italian American community in celebrating the annual Columbus Day Parade celebration; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to the Joint Civic Committee of Italian Americans as recognition of the occasion.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO NEREIDA CARROLL ON 65TH BIRTHDAY.
[R2024-0012853]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Nereida Carroll on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Nereida Carroll to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Nereida Carroll has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this ninth day of October 2024, do hereby celebrate Nereida Carroll's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nereida Carroll as a token of our appreciation and blessed wishes.

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CONGRATULATIONS EXTENDED TO YOLANDA ESTES ON 65TH BIRTHDAY.
[R2024-0012815]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Yolanda Estes on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Yolanda Estes to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Yolanda Estes has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this ninth day of October 2024, do hereby celebrate Yolanda Estes' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Yolanda Estes as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CHARLES MINER ON 65TH BIRTHDAY.
[R2024-0012797]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Charles Miner on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Charles Miner to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Charles Miner has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this ninth day of October 2024, do hereby celebrate Charles Miner's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles Miner as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO COLEMAN REED ON 65TH BIRTHDAY.
[R2024-0012813]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Coleman Reed on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Coleman Reed to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Coleman Reed has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this ninth day of October 2024, do hereby celebrate Coleman Reed's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Coleman Reed as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FELIX RENTAS ON 65TH BIRTHDAY.

[R2024-0012814]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Felix Rentas on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Felix Rentas to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Felix Rentas has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this ninth day of October 2024, do hereby celebrate Felix Rentas' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Felix Rentas as a token of our appreciation and blessed wishes.

Presented By

**ALDERPERSON TABARES (23rd Ward) And
ALDERPERSON QUINN (13th Ward):**

**CONGRATULATIONS EXTENDED TO MICHAEL P. DOHERTY ON RETIREMENT
FROM CHICAGO FIRE DEPARTMENT.**

[R2024-0012953]

WHEREAS, Michael P. Doherty, a longtime first responder with the City of Chicago Fire Department, will be retiring as a Chicago Firefighter on November 23, 2024, after 20 years of honorable service to the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Silvana Tabares, Alderperson of the 23rd Ward; and the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Mike, a native of Chicago, was born and raised in the Clearing neighborhood. He comes from a respected lineage of family members who have served as first responders. With a deep sense of commitment to public service, he successfully passed the firefighters exam in 1985 but faced an 11-year waitlist. Finally, in 2004, Mike was granted the opportunity to attend the fire academy; and

WHEREAS, In his first year, Mike was assigned to Engine 4 (Division and Laramie) and demonstrated great courage while combating a significant fire at the LaSalle Bank, located in the heart of the financial district. He and his fellow firefighters were the first responders at the scene; and

WHEREAS, After a nine-year period, Mike was reassigned to Engine 18 (located at 13th and Blue Island). He was given the responsibility of overseeing 21A, which serves as the administrative vehicle for the deputy district chief and has dutifully supported numerous chiefs throughout the years; and

WHEREAS, Engine 18 is also the filming location for the TV show *Chicago Fire*. Mike initially appeared on the show as an extra in season one and has since been given the opportunity to take on speaking roles. Mike's real-life experience brings an added layer of authenticity to the show; and

WHEREAS, Apart from his public service commitments, Mike is an esteemed founding member and has served as the vice president of the Garfield Ridge Neighborhood Watch since its establishment in 2008. Additionally, Mike fulfills the role of owner and operator at "Fire It Up Now", an antique fire engine rental company established in 2023; and

WHEREAS, Mike is a valuable member of his community and the city and a devoted family man. Mike has been happily married to his wife, Michele, for over four decades, and together they have raised three outstanding boys: Danny, Chris and Nick. They have also been fortunate enough to have one granddaughter, Blake; and

WHEREAS, Michael P. Doherty is known as being a dedicated firefighter, first responder, entrepreneur and valued leader of our Garfield Ridge community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this ninth day of October 2024, do hereby congratulate Firefighter Michael P. Doherty on his retirement and express our gratitude and appreciation for his service to the people of the City of Chicago, and extend our best wishes for continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael P. Doherty as a sign of our gratitude and respect.

Presented By

ALDERPERSON BURNETT (27th Ward):

RECOGNITION OF GEORGE BURCIAGA FOR CONTRIBUTIONS TO FIELDS OF URBAN TECHNOLOGY, SOCIAL IMPACT AND CIVIC ENGAGEMENT.

[R2024-0012981]

WHEREAS, George Burciaga, a proud native of the Pilsen community in Chicago, has demonstrated unparalleled leadership and dedication to improving the lives of residents in cities across the United States, with a focus on transforming underserved communities through innovation, technology and public-private collaboration; and

WHEREAS, George Burciaga, through his leadership at the U.S. Mayoral Roundtable and his Chicago-based companies, Smartechs LLC and Elevate Cities, has worked tirelessly to support mayors and local governments in implementing groundbreaking technologies, transforming urban infrastructure and creating sustainable, citizen-centric solutions for governance; and

WHEREAS, George Burciaga's commitment to advancing smart city innovation has connected more than 350 mayors and over 3,000 city leaders across the U.S., fostering a bipartisan platform that promotes transformative ideas, empowering cities to navigate critical challenges such as public safety, digital equity and resilience in the post-COVID-19 era; and

WHEREAS, George Burciaga has provided pro bono advisory services to numerous cities across the nation, ensuring that underserved populations are prioritized in receiving the benefits of technological advancements, while his unwavering dedication to education and social impact has enabled cities to address their most pressing challenges swiftly and efficiently; and

WHEREAS, Under his stewardship, the U.S. Mayoral Roundtable has become a cornerstone for collaboration, bringing together city leaders to tackle issues such as urban innovation, housing affordability, public safety and digital transformation; and

WHEREAS, George Burciaga is actively supporting initiatives in key U.S. cities, including Los Angeles, where he collaborates with Mayor Karen Bass to address homelessness and affordable housing; Chicago, where he oversees the development of technology-driven task forces focused on enhancing urban innovation and fostering economic growth for the City of Chicago; and Miami, where he is coordinating cutting-edge AI research and technological advancements in partnership with Mayor Francis Suarez to drive innovation and enhance city services; and

WHEREAS, George Burciaga's efforts have reached a global stage through his leadership at the Smart City Expo World Congress in Barcelona, where he has developed global

partnerships, expanding U.S. mayoral leadership within the tech sector, and driving impactful conversations around urban transformation and smart city innovation; and

WHEREAS, George Burciaga has been the recipient of numerous prestigious awards, including the Global Governance and Economy Award at the Smart City Expo World Congress 2023, for his pioneering work in smart city solutions and his unwavering commitment to improving urban infrastructure and governance across the globe; and

WHEREAS, Despite receiving international recognition and offers to lead global companies, George Burciaga has chosen to remain rooted in Chicago, raising his family and growing his Chicago-based ventures, including Smartechs LLC and U.S. Roundtable, further positioning Chicago as a hub for technological innovation and leadership; now, therefore,

Be It Resolved, That the City of Chicago proudly honors and recognizes George Burciaga for his visionary contributions to the fields of urban technology, social impact and civic engagement. His deep commitment to transforming cities across the nation, including his beloved hometown of Chicago, has left an indelible mark on the future of smart city innovation; and

Be It Further Resolved, That George Burciaga's legacy of leadership, advocacy and transformative action will continue to inspire future generations as he remains a driving force for change, progress and equity both in Chicago and on the national stage.

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

TRIBUTE TO LATE ANNIE LEE TURNER.

[R2024-0012844]

WHEREAS, The City of Chicago mourns the loss of a beloved community member, Annie Lee Turner, who passed away on Saturday, September 21, 2024; and

WHEREAS, The Chicago City Council has been informed of Annie's passing by the Honorable Alderperson Chris Taliaferro of the 29th Ward; and

WHEREAS, Annie was born in Whaley, Mississippi on December 23, 1935 to the late Allen and Katies Jones; and

WHEREAS, In Greenwood, Mississippi, Annie met and married her husband, the late Ollie Turner, Sr., and together they were blessed with nine children, Sammie, Barbara, Ollie, Connie, Ranell, Dwight, Andre, Patricia and Sharon; and

WHEREAS, Annie later moved to Chicago, Illinois to experience a better quality of life for her and her family; and

WHEREAS, Annie was a member of St. Paul Methodist Church for 20 years, and later joined Apostolic Church of God where she was a faithful member until her passing. Annie was organized, efficient and offered words of wisdom to everyone she met; and

WHEREAS, Annie leaves to cherish her memory, her siblings: Virginia, Alexandria and Simon; her nine children; 20 grandchildren; 31 great-grandchildren; two great-great-grandchildren; and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby extend our most heartfelt condolences to the family and friends of Annie Lee Turner; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Annie Lee Turner as token of our honor and respect.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

DESIGNATION OF CHICAGO AS "PURPLE HEART CITY".

[R2024-0013143]

WHEREAS, The Purple Heart medal was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, Illinois has lost over 30,000 of its brave sons and daughters in past conflicts, with thousands more who have been wounded in action who carry the scars with them. This includes 1,789 Illinoisans who never returned home from the Korean War and 2,936 veterans from Illinois who made the ultimate sacrifice during the Vietnam War and are honored at the Vietnam War Memorial along the Chicago Riverwalk. Many service members are still unaccounted for; and

WHEREAS, It is the duty of the City of Chicago to honor the men and women who have made the ultimate sacrifice in service to our country, in both our words and our actions, and to remember the enduring courage and strength of their families; and

WHEREAS, Chicago has a longstanding tradition of honoring the valor of those who have served in the United States Armed Forces, and the city remains committed to supporting its veteran community through services, events and partnerships; and

WHEREAS, The mission of the Military Order of the Purple Heart is to foster an environment of goodwill and camaraderie among combat-wounded veterans, promote patriotism, support necessary legislative initiatives and, most importantly, provide service to all veterans and their families; and

WHEREAS, The Military Order of the Purple Heart has established the Purple Heart Trail to create a symbolic and honorary system of roads, highways, bridges and other monuments that give tribute to the men and women who have been awarded the Purple Heart medal. In Illinois, the Purple Heart Trail passes through 39 cities, which are designated as "Purple Heart Cities"; and

WHEREAS, Designating Chicago as a "Purple Heart City" acknowledges the city's profound respect for the sacrifices made by military personnel and their families and demonstrates the city's commitment to recognizing the bravery and selflessness of Purple Heart recipients; now, therefore,

Be It Resolved, That the City of Chicago proudly supports the mission of the Military Order of the Purple Heart and is now officially designated as a "Purple Heart City". This designation honors the sacrifices made by Purple Heart recipients in defense of our freedoms and reaffirms Chicago's commitment to recognizing and supporting the valor of those who have been wounded or lost their lives in military service; and

Be It Further Resolved, That a "Purple Heart City" sign be fabricated by the Chicago Department of Transportation and be installed at an appropriate location within the city limits; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Military Order of the Purple Heart, so the City of Chicago can be properly recognized as a "Purple Heart City".

RECOGNITION AND HONOR EXTENDED TO VICTORIA REYNOLDS FOR LIFE ACCOMPLISHMENTS.

[R2024-0013141]

WHEREAS, Victoria Reynolds was born October 23, 1934 in Douglass, Arizona; and

WHEREAS, Victoria was raised in Paul Spur, Arizona, and her family moved to San Jose, California when she was 13 years old; and

WHEREAS, In 1966, Victoria brought her family to Chicago where they lived in the West Town area on Grand Avenue. That same year, she sought out her son's preschool to volunteer her time at Onward House and assisted in starting up their new program called Head Start; and

WHEREAS, Victoria spent the next several years going to night school while raising her family and still working for the Head Start program; she then graduated with an associate's degree in early childhood development in 1971. During this time, she worked her way up to head teacher of the Onward House Head Start program; and

WHEREAS, In 1973, The Reynolds family welcomed their final child, their second daughter, Celine Marie, but sadly, just two months later, Victoria and her family lost her husband, Raymond, to pneumonia. During this tough period of her life, she not only remained a strong presence for her infant child and her other children but also for the community as well, and

WHEREAS, Victoria continued her work for the next 30 years at Onward House's Head Start program. She became the coordinator in a new program there for preschoolers called Home Start, and she helped to develop and implement this program at Onward for many years; and

WHEREAS, Victoria finally decided to retire in 2004 at the age of 70. Then Victoria spent much of her time in retirement still assisting her daughter with her daycare program, where she enjoyed reading to the children and planning art projects for the kids. She now spends her well-deserved free time reading books and being with her grandchildren and great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this ninth day of October 2024, do hereby recognize and honor the life accomplishments of Victoria Reynolds; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Victoria Reynolds as a sign of good wishes.

Presented By

ALDERPERSON NUGENT (39th Ward):

TRIBUTE TO LATE JOSEPH MONASTERO.

[R2024-0012967]

WHEREAS, The City is deeply saddened by the passing of Joseph Monastero, beloved restaurateur, philanthropist and cherished member of Chicago's Italian American

community, who passed away on Saturday, September 7, 2024 at the age of 93, surrounded by his loving family; and

WHEREAS, The City of Chicago has been notified of Joseph Monastero's passing by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Joseph Monastero was born on September 21, 1930 in Philadelphia and later moved to his family's hometown of Caccamo, Italy at the age of two, where he attended Liceo Classico in Palermo and studied music under Maestro Benedetto Albanese, playing the organ in local churches; and

WHEREAS, Joseph returned to the United States in 1952 and served his country in the U.S. Army from 1954 to 1956 as a specialist third class high-speed radio operator, carrying with him a sense of duty, discipline and pride that would define his life; and

WHEREAS, On November 26, 1962, Joseph and his siblings, Gina and Salvy, opened Monastero's Ristorante and Banquets in Chicago, creating a beloved dining institution that celebrated Sicilian cuisine and remained a cherished culinary landmark for over 55 years; and

WHEREAS, Joseph Monastero was a passionate supporter of education and the arts, cofounding the School for Gifted Children in Petralia Soprana, Sicily, and chairing the Chicago Association Amici del Villaggio, raising funds for education and sending teachers from Northeastern Illinois University to Sicily; and

WHEREAS, In 1974, Joseph cofounded the Bel Canto Foundation for Young Opera Singers, serving as its president for 43 years, and helping young aspiring opera singers receive scholarships and training with world-renowned operatic talents, including Tito Gobbi, Carlo Bergonzi and Renata Tebaldi; and

WHEREAS, Joseph was a man of many accomplishments, receiving his Bachelor of Arts from Northeastern Illinois University in 1976 and later serving as president of the University Foundation, making numerous contributions to the Rotary Club of Glenview Sunrise, the Catering Executives Club of America, the Comitato Civico Caccamesi di Chicago and the Sicilian American Cultural Association, where he was a founding member and past president; and

WHEREAS, In recognition of his lifelong contributions to Italian culture and the community, Joseph Monastero was awarded the prestigious title of cavaliere ufficiale of the Order of Merit of the Italian Republic in 1995, along with numerous other accolades, including the Rotary Club Service Award and the Catering Executives Club of America Lifetime Achievement Award; and

WHEREAS, Joseph Monastero was a devoted husband to his beloved wife, Martha, and a proud father, grandfather, uncle and friend to many, and he will be remembered for his

unwavering love for his family, his commitment to his Italian heritage and his generosity of spirit; and

WHEREAS, Joseph Monastero is survived by his loving wife, Martha; his son, Joseph Sebastiano Monastero; his daughters, Maria Giorgia and Elena Rosalia; his grandchildren, Mark Edward Orszula III, Thomas Edward Ryan V, Gina Giuliana Orszula, William Joseph Ryan and Joseph John Orszula; as well as his extended family and many friends, who will cherish his memory; and

WHEREAS, The City mourns the loss of Joseph Monastero, a man whose life embodied the values of love, dedication and service to both his community and family, leaving a legacy that will continue to inspire through his many contributions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, do hereby honor and celebrate the life of Joseph Monastero, express our deepest condolences to his family and friends, and extend our gratitude for his remarkable contributions to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Monastero family as a symbol of the esteem in which we hold the memory of Joseph Monastero and in recognition of his legacy.

Presented By

ALDERPERSON REILLY (42nd Ward):

TRIBUTE TO LATE ANTHONY A. DURPETTI.

[R2024-0012871]

WHEREAS, Anthony "Tony" A. Durpetti, beloved patriarch, visionary businessman and the heart and soul of Gene & Georgetti Steakhouse, passed away in September 2024 at the age of 80 surrounded by his loving family; and

WHEREAS, The City of Chicago has been notified of Tony's passing by the Honorable Brendan Reilly, Alderperson of the 42nd Ward; and

WHEREAS, Tony was born on February 1, 1944 to Aldo and Mary Durpetti in Chicago's River North neighborhood, where his upbringing was steeped in the values of charity, community and service, which his mother instilled in him from a young age; and

WHEREAS, After proudly serving his country in the U.S. Army as a Sergeant E-5, Tony returned home and excelled in the radio advertising industry, ultimately founding Durpetti & Associates, a successful advertising firm with offices nationwide; and

WHEREAS, In 1989, Tony and his wife, Marion, took over the historic Gene & Georgetti Steakhouse following the passing of his father-in-law, Gene Michelotti, and under his leadership Gene & Georgetti continued to thrive as Chicago's oldest steakhouse and became a symbol of hospitality for the city, welcoming celebrities, locals and tourists alike; and

WHEREAS, Tony's vision for Gene & Georgetti led to the restaurant's first-ever expansion in 1996, doubling its capacity, and the opening of a second location in Rosemont in 2015, showing his ability to balance tradition with innovation helping sustain the restaurant's legacy for future generations; and

WHEREAS, Tony was known to treat everyone like a long-lost relative with a firm handshake, a double kiss or a friendly joke; and

WHEREAS, As a devoted husband to Marion, a proud father to Michelle, and an adoring grandfather, Tony made sure to cherish family gatherings, finding joy in spending time with loved ones, whether at the restaurant or on his boat; and

WHEREAS, Tony was immensely proud of his Italian heritage, serving as chairman of the 2013 Columbus Day Parade in Chicago, and his deep commitment to his roots extended to his philanthropic efforts, supporting organizations such as Catholic Charities, Chicago Gateway Green and the Chicago Police Memorial Foundation; and

WHEREAS, Throughout his life, Tony's generosity, humor and indomitable spirit touched countless lives, and his dedication to his community, family and business has left a lasting impact on the city; and

WHEREAS, Tony is survived by his loving wife, Marion; his daughter, Michelle, and her husband, Collin; his extended family; and many friends, including the dedicated team at Gene & Georgetti, who were like family to him; and

WHEREAS, Anthony A. Durpetti, a man whose life was a testament to love, dedication and the true spirit of hospitality, leaves a legacy that will continue to thrive through his family, the success of Gene & Georgetti and the countless individuals whose lives he touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and celebrate the life of Anthony A. Durpetti; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Durpetti family as a token of our deepest condolences to his family and friends, and gratitude for his many contributions to the City of Chicago.

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO JOAN JOHNSON ON 94TH BIRTHDAY.

[R2024-0012935]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Joan Johnson in honor of her 94th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Joan Johnson 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 ninth day of October 2024, do hereby congratulate Joan Johnson on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joan Johnson.

CONGRATULATIONS EXTENDED TO KATERINE LUCOTTI ON 75TH BIRTHDAY.

[R2024-0012934]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Katherine Lucotti in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Katherine Lucotti 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 ninth day of October 2024, do hereby congratulate Katherine Lucotti on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Katherine Lucotti.

CONGRATULATIONS EXTENDED TO JOANN MANEY ON 75TH BIRTHDAY.
[R2024-0012941]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Joann Maney in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Joann Maney 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 ninth day of October 2024, do hereby congratulate Joann Maney on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joann Maney.

CONGRATULATIONS EXTENDED TO JOHN MATRANZA ON 80TH BIRTHDAY.
[R2024-0012880]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to John Matranza in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to John Matranza 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 ninth day of October 2024, do hereby congratulate John Matranza on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John Matranza.

CONGRATULATIONS EXTENDED TO DAVID MENDOZA ON 65TH BIRTHDAY.
[R2024-0012879]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to David Mendoza in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to David Mendoza 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 ninth day of October 2024, do hereby congratulate David Mendoza on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David Mendoza.

CONGRATULATIONS EXTENDED TO MARIA PAUCAR ON 70TH BIRTHDAY.
[R2024-0012892]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Maria Paucar in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Maria Paucar 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 ninth day of October 2024, do hereby congratulate Maria Paucar on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Maria Paucar.

GRATITUDE EXTENDED TO MICHAEL PFEFFER FOR MILITARY SERVICE.

[R2024-0013017]

WHEREAS, Michael Pfeffer served in the United States Navy for three years and eight months; and

WHEREAS, Michael was on the CSS Coral Sea CVA 43 aircraft carrier; and

WHEREAS, Michael traveled on two Western Pacific cruises to Japan, Korea, Philippines, Singapore and Australia; and

WHEREAS, Michael participated in the evacuation of Saigon and the rescue of SS Mayaguez which was the last battle of the Vietnam War; and

WHEREAS, Michael retired as a stationary engineer in 2023; and

WHEREAS, Michael and his wife have lived in the 45th Ward for 38 years; 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 ninth day of October 2024 A.D., do hereby express our gratitude to Michael Pfeffer for his military service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael Pfeffer.

CONGRATULATIONS EXTENDED TO DOLORES SCHOEWE ON 98TH BIRTHDAY.

[R2024-0012891]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Dolores Schoewe in honor of her 98th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Dolores Schoewe 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 ninth day of October 2024, do hereby congratulate Dolores Schoewe on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dolores Schoewe.

CONGRATULATIONS EXTENDED TO MARY STENKE ON 85TH BIRTHDAY.

[R2024-0012890]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mary Stenke in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mary Stenke 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 ninth day of October 2024, do hereby congratulate Mary Stenke on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Stenke.

GRATITUDE EXTENDED TO RICHARD W. THEIS FOR MILITARY SERVICE.

[R2024-0013016]

WHEREAS, Richard W. Theis served in the United States Navy during the Vietnam War from 1967 -- 1969; and

WHEREAS, Richard was on the CSS Coral Sea CVA 43; and

WHEREAS, Richard was proud to have served our great country; and

WHEREAS, Richard's father also served in the United States Army during World War II; and

WHEREAS, Richard and his wife have been married for 54 years and they raised three children; 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 Richard; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this ninth day of October 2024 A.D., do hereby express our gratitude to Richard W. Theis for his military service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard W. Theis.

CONGRATULATIONS EXTENDED TO MERCEDES VELEZ ON 70TH BIRTHDAY.
[R2024-0012888]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mercedes Velez in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mercedes Velez 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 ninth day of October 2024, do hereby congratulate Mercedes Velez on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mercedes Velez.

CONGRATULATIONS EXTENDED TO ANN ZATOR ON 70TH BIRTHDAY.
[R2024-0012881]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Ann Zator in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Ann Zator 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 ninth day of October 2024, do hereby congratulate Ann Zator on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ann Zator.

Presented By

**ALDERPERSON GARDINER (45th Ward) And
ALDERPERSON NAPOLITANO (41st Ward):**

TRIBUTE TO LATE TIVADAR SZABO, JR.

[R2024-0012959]

WHEREAS, Tivadar "Ted" Szabo, Jr. was called home on September 3, 2024, leaving a lasting legacy of love and service to his family, friends and community; and

WHEREAS, Ted was a lifelong resident of the Northwest Side of Chicago, growing up in the Dunning community and eventually moving to Norwood Park. He was a graduate of St. Patrick High School, Wilbur Wright College and Loyola University Chicago; and

WHEREAS, Ted was the loving husband of Cindy, beloved father of Mariska and devoted son of Margaret and Tivadar, Sr.; and

WHEREAS, Ted was a licensed real estate agent and was the president and designated managing broker of Szabo Realty; and

WHEREAS, Ted was an amateur guitarist and a dedicated Chicago Cubs fan; and

WHEREAS, Ted joined the Portage Park Chamber of Commerce in 1990 and was board president for 14 years. He also served as a board member for the Jefferson Park Chamber of Commerce. He was the president of the Men's Club at Resurrection College Prep and the membership chairman for Immaculate Conception's Men's Club; and

WHEREAS, Ted's dedication to the Northwest Side will leave a lasting mark on our community. His passion for making the Northwest Side a better place to live and work will be felt for generations to come; and

WHEREAS, Ted will be greatly missed by friends, neighbors and family members; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this ninth day of October 2024, do hereby express our sorrow on the death of Ted Szabo and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ted Szabo.

Presented By

**ALDERPERSON HADDEN (49th Ward),
ALDERPERSON LEE (11th Ward),
ALDERPERSON RODRÍGUEZ (22nd Ward),
ALDERPERSON FUENTES (26th Ward) And
ALDERPERSON VASQUEZ (40th Ward):**

RECOGNITION OF OCTOBER 11, 2024 AS "CHICAGO DAY OF THE GIRL".

[R2024-0012995]

WHEREAS, The United Nations declared October 11, 2012 as the first annual "International Day of the Girl", a day dedicated to promoting girls' rights and addressing the unique challenges girls face globally; and

WHEREAS, Girls globally, including girls in Chicago, continue to face injustices such as gender-based violence, discrimination, gender stereotypes, limited access to education, healthcare disparities, commercial sexual exploitation, child marriage and lack of education; and

WHEREAS, The City of Chicago is committed to empowering girls by promoting gender equality, ensuring access to education, healthcare and opportunities for all girls, regardless of their background, socioeconomic status or geographic location; and

WHEREAS, The City of Chicago acknowledges the importance of uplifting the voices of girls and promoting initiatives that allow them to thrive while also recognizing that girls face

distinct challenges, such as gender-based violence, discrimination and limited access to resources; and

WHEREAS, The Girls Like Me Project, based in Chicago, has been a driving force in advancing the cause of girls and young women by fostering leadership, providing mentorship and creating platforms that encourage self-expression and social consciousness; and

WHEREAS, Through media literacy, cultural awareness and civic engagement, the Girls Like Me Project helps girls in Chicago to understand the intersectionality of race, gender and systemic challenges while equipping them to become leaders and change-makers in their communities; and

WHEREAS, The Girls Like Me Project works tirelessly to combat negative stereotypes and cultural misrepresentations of Black girls, aiming to replace these with positive, authentic narratives that reflect their resilience, brilliance and potential; and

WHEREAS, The City of Chicago stands in full support of the Girls Like Me Project's mission to elevate and empower Black girls in Chicago by addressing the structural inequalities they face, and to continue championing initiatives that enhance their leadership, education and future opportunities; and

WHEREAS, The City of Chicago honors the extraordinary work of the Girls Like Me Project, a beacon of empowerment for Black girls in Chicago, as they reshape narratives, dismantle harmful stereotypes and provide vital tools for leadership and self-expression; and

WHEREAS, On this 2024 "International Day of the Girl", the City of Chicago affirms its commitment to recognizing the critical importance of supporting initiatives that empower girls, especially those facing socio-economic barriers, and is committed to promoting gender equality, increasing educational and leadership opportunities, and addressing the systemic issues that disproportionately affect girls of color; and

WHEREAS, Alderperson Hadden is dedicated to working with the Girls Like Me Project to secure an annual city day of observance and recognition for "Chicago Day of the Girl"; 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 ninth day of October 2024, do hereby officially observe October 11, 2024 as "Chicago Day of the Girl", and encourage all residents to join in recognizing the contributions, strength and potential of girls in Chicago and beyond; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Girls Like Me Project.

MATTERS PRESENTED BY THE ALDERPERSONS.

*(Presented By Wards, In Order, Beginning
With The 50th Ward)*

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

Referred -- ESTABLISHMENT OF 15-MINUTE LOADING ZONE AT 5440 N.
SHERIDAN RD.

[O2024-0012566]

Aldersperson Manaa-Hoppenworth (48th Ward) presented a proposed ordinance to establish a 15-minute loading zone at 5540 North Sheridan Road, requiring use of flashing lights, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

Aldersperson Mosley (21st Ward) presented proposed ordinances to restrict the movement of traffic to a single direction on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Morgan Street, from West 105th Street to West 106th Street -- one way, southerly;

[O2024-0013166]

West 94th Street, from West 87th Street to South Racine Avenue -- one way, northerly; and
[O2024-0013164]

West 106th Street, from South Morgan Street to West Sangamon Street -- one way, easterly.
[O2024-0013165]

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
<i>DOWELL</i> (3 rd Ward)	South Wabash Avenue, at 4533 (Handicapped Parking Permit 134125); [O2024-0012826]
<i>ROBINSON</i> (4 th Ward)	South Berkeley Avenue, at 4135 (Handicapped Parking Permit 134395); [O2024-0012597]
<i>HALL</i> (6 th Ward)	South Calumet Avenue, at 8147 (handicapped permit parking); [O2024-0012582]
	South Harvard Avenue, at 8030 (handicapped permit parking); [O2024-0013075]
	South Prairie Avenue, at 7212 (handicapped permit parking); [O2024-0012583]

10/9/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

18993

Aldersperson

Location And Permit Number

HARRIS
(8th Ward)

East 71st Place, at 1450 (Handicapped Parking Permit 133258);
[O2024-0012861]

BEALE
(9th Ward)

South Dr. Martin Luther King, Jr. Drive, at 10314 (handicapped permit
parking);
[O2024-0013152]

CHICO
(10th Ward)

South Buffalo Avenue, at 8805 (Handicapped Parking Permit 131640);
[O2024-0013026]

LEE
(11th Ward)

South Emerald Avenue, at 3735 (Handicapped Parking
Permit 134778);
[O2024-0012655]

South Lowe Avenue, at 2803 (Handicapped Parking Permit 134314);
[O2024-0012651]

RAMIREZ
(12th Ward)

South Homan Avenue, at 4623 (Handicapped Parking Permit 131758);
[O2024-0012540]

West 36th Street, at 3031 (Handicapped Parking Permit 125799);
[O2024-0012824]

West 40th Place, at 3027 (Handicapped Parking Permit 134385);
[O2024-0012575]

GUTIÉRREZ
(14th Ward)

South Komensky Avenue, at 4741 (Handicapped Parking
Permit 133817);
[O2024-0013157]

South Komensky Avenue, at 4849 (Handicapped Parking
Permit 134246);
[O2024-0013161]

Aldersperson

Location And Permit Number

South Richmond Street, at 5235 (Handicapped Parking Permit 133900);
[O2024-0013158]

South Rockwell Street, at 5312 (Handicapped Parking Permit 134339);
[O2024-0013160]

South St. Louis Avenue, at 5637 (Handicapped Parking Permit 134206);
[O2024-0013159]

South Whipple Street, at 5620 (Handicapped Parking Permit 104590);
[O2024-0013155]

West 54th Place, at 3409 (Handicapped Parking Permit 133912);
[O2024-0013154]

West 54th Place, at 3437 (Handicapped Parking Permit 134612);
[O2024-0013156]

West 59th Place, at 3528 (Handicapped Parking Permit 134210);
[O2024-0013153]

LOPEZ
(15th Ward)

West 44th Street, at 443 (Handicapped Parking Permit 134521);
[O2024-0012680]

COLEMAN
(16th Ward)

South Artesian Avenue, at 6029 (handicapped permit parking);
[O2024-0012439]

South Bishop Street, at 5333 (handicapped permit parking);
[O2024-0012607]

South Campbell Avenue, at 6622 (handicapped permit parking);
[O2024-0012649]

South Fairfield Avenue, at 6152 (handicapped permit parking);
[O2024-0012617]

South Green Street, at 6034 (handicapped permit parking);
[O2024-0012536]

10/9/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

18995

Aldersperson

Location And Permit Number

South Justine Street, at 5318 (handicapped permit parking);
[O2024-0012563]

South Maplewood Avenue, at 6215 (handicapped permit parking);
[O2024-0012590]

South Washtenaw Avenue, at 6037 (handicapped permit parking);
[O2024-0012626]

West 62nd Street, at 2540 (handicapped permit parking);
[O2024-0012596]

CURTIS
(18th Ward)

South Hermitage Avenue, at 8534 (Handicapped Parking
Permit 127655);
[O2024-0013051]

South Whipple Street, at 7140 (Handicapped Parking Permit 133873);
[O2024-0013050]

South Whipple Street, at 7141 (Handicapped Parking Permit 128822);
[O2024-0012913]

O'SHEA
(19th Ward)

South Trumbull Avenue, at 10755 (Handicapped Parking
Permit 133399);
[O2024-0013023]

West 105th Street, at 1815 (Handicapped Parking Permit 133753);
[O2024-0013027]

TABARES
(23rd Ward)

West 66th Street, at 3653 (Handicapped Parking Permit 133655);
[O2024-0013030]

ERVIN
(28th Ward)

South Claremont Avenue, at 734 (Handicapped Parking
Permit 133932);
[O2024-0012976]

Aldersperson

Location And Permit Number

West Washington Boulevard, at 4121 (Handicapped Parking Permit 133094);

[O2024-0012978]

TALIAFERRO(29th Ward)

North Mayfield Avenue, at 1233 (Handicapped Parking Permit 134150);

[O2024-0012608]

North Mayfield Avenue, at 1747 (Handicapped Parking Permit 133334);

[O2024-0012606]

West Van Buren Street, at 5563 (Handicapped Parking Permit 134112);

[O2024-0012652]

CRUZ(30th Ward)

West Wrightwood Avenue, at 6014 (Handicapped Parking Permit 132768);

[O2024-0012543]

RODRÍGUEZ-SÁNCHEZ(33rd Ward)

West Ainslie Street, at 3537 (Handicapped Parking Permit 134132);

[O2024-0012920]

North Drake Avenue, at 4850 (handicapped permit parking);

[O2024-0012922]

RAMIREZ-ROSA(35th Ward)

North Keeler Avenue, at 2108 (Handicapped Parking Permit 133764);

[O2024-0012553]

SPOSATO(38th Ward)

North Osceola Avenue, at 3715 (Handicapped Parking Permit 134156);

[O2024-0012798]

GARDINER(45th Ward)

West Pensacola Avenue, at 5114 (Handicapped Parking Permit 133150);

[O2024-0012801]

Aldersperson Location And Permit Number

MANAA-HOPPENWORTH

(48th Ward) North Sheridan Road, at 5240 (signs to be posted at 1018 West Berwyn Avenue) (Handicapped Parking Permit 134810).
[O2024-0012565]

*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

LA SPATA
(1st Ward)

Amend ordinance O2024-0011825 previously passed on September 18, 2024 which reads: "Location of signs to be posted: 1357 North Leavitt Street" by striking: "1357" and inserting: "1355" in lieu thereof;
[O2024-0012876]

QUINN
(13th Ward)

Amend ordinance by striking: "West 63rd Place, at 5247 (Handicapped Parking Permit 111481)";
[O2024-0012940]

LOPEZ
(15th Ward)

Amend ordinance by striking: "South Marshfield Avenue, at 4529 (Handicapped Parking Permit 111233)";
[O2024-0012822]

Amend ordinance by striking: "South Union Avenue, at 4543 (Handicapped Parking Permit 133265)";
[O2024-0012573]

Aldersperson

Location And Permit Number

TABARES
(23rd Ward)Amend ordinance by striking: "West 61st Street, at 3935 (Handicapped Parking Permit 119438)";

[O2024-0012694]

Amend ordinance by striking: "West 70th Street, at 3908 (Handicapped Parking Permit 97085)".

[O2024-0012574]

Referred -- ESTABLISHMENT OF TWO-HOUR PARKING ZONE ON PORTION OF S. SAWYER AVE.

[O2024-0013163]

Aldersperson Gutiérrez (14th Ward) presented a proposed ordinance establishing a two-hour parking zone on the east side of South Sawyer Avenue, from a point 125 feet north of west 56th Street to a point 400 feet north thereof, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES.

The alderspersons named below presented proposed ordinances directing the Commissioner of Transportation to designate the following locations as traffic lane tow-away zones, between the limits and during the times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Type Of Sign

RAMIREZ
(12th Ward)South Marshfield Avenue (both sides) from West 42nd Street to West 43rd Street -- no parking, no stopping, no standing, tow-away zone -- at all times -- all days;

[O2024-0012919]

Aldersperson

Location And Type Of Sign

West 42nd Street (both sides) from South Ashland Avenue to South Marshfield Avenue -- no parking, no stopping, no standing, tow-away zone -- at all times -- all days;

[O2024-0012918]

West 43rd Street (north side) from the first alley west of South Ashland Avenue to South Paulina Street -- no parking, no stopping, no standing, tow-away zone -- at all times -- all days;

[O2024-0012916]

BURNETT
(27th Ward)

West Chestnut Street (north side) from North Franklin Street to North Wells Street -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- Thursday through Sunday;

[O2024-0012679]

1625 -- 1627 West Hubbard Street -- no parking/tow-away zone -- at all times -- all days (public benefit);

[O2024-0013167]

West Institute Street (south side) from North Franklin Street to North Wells Street -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- Thursday through Sunday;

[O2024-0012681]

West Iowa Street (both sides) from North Hamlin Avenue to North Avers Avenue -- no parking/tow-away zone -- 5:00 A.M. to 12:00 P.M. -- Tuesdays;

[O2024-0012800]

824 -- 1600 North Magnolia Avenue -- no parking/tow-away zone -- 6:00 P.M. to 6:00 A.M. -- all days;

[O2024-0013022]

1300 -- 1399 West Potomac Avenue -- no parking/tow-away zone -- at all times -- all days.

[O2024-0012837]

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE ON PORTIONS OF W. 93RD ST. AND S. VANDERPOEL AVE.

[O2024-0013033]

Aldersperson O'Shea (19th Ward) presented a proposed ordinance to establish a residential permit parking zone on both sides of West 93rd Street, from South Vanderpoel Avenue to a

point 200 feet east thereof, and on the west side of South Vanderpoel Avenue, from West 93rd Street to a point 75 feet south thereof (common addresses: 1732, 1737 and 1741 West 93rd Street and 9230 -- 9232 South Vanderpoel Avenue), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which established 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
<i>RAMIREZ</i> (12 th Ward)	Repeal ordinance which reads: "3800 -- 3824 South Sacramento Avenue (west side) -- Residential Permit Parking Zone 442"; [O2024-0012825]
<i>BURNETT</i> (27 th Ward)	Amend ordinance which reads: "West Chestnut Street, from North May Street to North Elston Street -- Residential Permit Parking Zone 204 -- 6:00 A.M. to 6:00 P.M. -- all days" by striking: "6:00 A.M. to 6:00 P.M." and inserting: "at all times -- all days" in lieu thereof. [O2024-0012794]

Referred -- AMENDMENT OF NO PARKING/TOW-AWAY ZONE AT 5501 -- 5541 S. SAWYER AVE.

[O2024-0013162]

Aldersperson Gutiérrez (14th Ward) presented a proposed ordinance to repeal an ordinance previously passed December 13, 2017, *Journal of the Proceedings of the City Council of the City of Chicago*, page 63418, which reads: "5501 -- 5541 South Sawyer Avenue (east side)

from a point 125 feet north of West 56th Street to a point 400 feet north thereof -- no parking/tow-away zone -- 3:00 A.M. to 3:00 P.M. -- Monday through Saturday”, which was *Referred to the Committee on Pedestrian and Traffic Safety.*



Referred -- ESTABLISHMENT OF 20 MILES-PER-HOUR SPEED LIMITATIONS.
[O2024-0013168]

Aldersperson Martin (47th Ward) presented a proposed ordinance to establish 20 miles-per-hour speed limitations at the locations and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

- North Campbell Avenue, from West Belmont Avenue to West Roscoe Street;
- West Melrose Street, from North Campbell Avenue to North Rockwell Street;
- North Rockwell Street, from West Melrose Street to West Addison Street; and
- West Roscoe Street, from North Western Avenue to North Campbell Avenue.



Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented a proposed ordinances and orders directing the Commissioner of Transportation to install 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
<p>RAMIREZ (12th Ward) and GUTIÉRREZ (14th Ward)</p>	<p>South Kedzie Avenue and West 46th Street -- “All-Way Stop”; [O2024-0012555]</p>

Aldersperson

Location And Type Of Sign

ERVIN(28th Ward)

West Polk Street and South Maplewood Avenue -- "All-Way Stop";
[Or2024-0012965]

West Washington Boulevard and North Kilpatrick Avenue -- "Stop";
[Or2024-0012968]

GARDINER(45th Ward)

North Ionia Avenue and North Nokomis Avenue -- "All-Way Stop";
[O2024-0013018]

North Moody Avenue and West Strong Street -- "All-Way Stop";
[O2024-0012846]

SILVERSTEIN(50th Ward)

North Francisco Avenue and West Jarvis Avenue -- "All-Way Stop".
[O2024-0012819]

Referred -- REPEAL OF TRAFFIC WARNING SIGNS.

Aldersperson Hall (6th Ward) presented proposed ordinances to repeal previously passed ordinances which directed the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Repeal ordinance O2023-0004760 passed October 4, 2023, *Journal of the Proceedings of the City Council of the City of Chicago* page 3892, which reads: "7549 South Champlain Avenue and West 75th Street -- "All-Way Stop";
[O2024-0012580]

Repeal ordinance O2023-0004445 passed October 4, 2023, *Journal of the Proceedings of the City Council of the City of Chicago* page 3892, which reads: "6858 South Michigan Avenue and West 69th Street -- "All-Way Stop".
[O2024-0012576]

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 BEALE (9th Ward):

To classify as a B3-1 Community Shopping District instead of Commercial Planned Development Number 1185 the area shown on Map Number 28-E bounded by:

East 115th Street; South Michigan Avenue; the north right-of-way of the Union Pacific Railroad; South State Street; a line 168.45 feet south of and parallel to East 115th Street; and a line 246.48 feet east of and parallel to South State Street (common address: 11500 -- 11568 South Michigan Avenue).

[O2024-0013073]

BY ALDERPERSON MOSLEY (21st Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 20-F bounded by:

West 87th Street; a line 138.18 feet east of and parallel to South Normal Avenue; a line 270 feet north of and parallel to West 87th Street; and a line 296.39 feet in southeasterly direction starting at a point 393.94 east of and parallel to South Normal Avenue and ending at a point 512.61 feet east of and parallel to South Normal Avenue (common address: 440 West 87th Street).

[O2024-0012829]

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 20-F bounded by:

West 87th Street; South Parnell Avenue; a line 162 feet north of and parallel to West 87th Street; and a line 198.7 feet east of and parallel to South Parnell Avenue (common address: 522 West 87th Street).

[O2024-0012832]

To classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 22-F bounded by:

South Union Avenue; the public alley next north of and parallel to West 95th Street; a line 144.8 feet east of and parallel to South Union Avenue; and West 95th Street (common address: 646 West 95th Street).

[O2024-0012925]

BY ALDERPERSONS MOSLEY (21st Ward), BEALE (9th Ward) And CHICO (10th Ward):

To classify as a T-Transportation District instead of an RS2 and RS3 Single-Unit (Detached House) Districts and B1-1 Neighborhood Shopping District the areas shown on Map Numbers 24-E and 24-F bounded by:

West 95th Street; South State Street; the south right-of-way line of the Bishop Ford Expressway; South Wentworth Avenue; West 99th Street and extended where no street exists; the east right-of-way line of Union Pacific Railroad; West 98th Place and South Lafayette Avenue; West 96th Street; the alley next east of and parallel to South Perry Avenue; a line 306.23 feet north of and parallel to West 96th Street; and South Lafayette Avenue (RLE Rezoning Section 1) (common address: 9528 -- 9558 South Lafayette Avenue; Dan Ryan Expressway, from West 95th Street to the east right-of-way line of the Union Pacific Railroad).

[O2024-0013086]

To classify as a T-Transportation District instead of an M1-1 Limited Manufacturing/Business Park District, POS-1 Parks and Open Space District, RS2 and RS3 Single Unit (Detached House) Districts and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 26-F bounded by:

West 99th Street; the west right-of-way line of Union Pacific Railroad; West 104th Street; a line 223.15 feet, starting from a point 31 feet west of the west right-of-way line of Union Pacific Railroad to a point 52.98 feet west of the west right-of-way line of Union Pacific Railroad; a line 52.98 feet west of and parallel to the west right-of-way line of Union Pacific Railroad; a line 298.59 feet south of and parallel to West 104th Street; the west right-of-way line of Union Pacific Railroad; a line 299.00 feet south of and parallel to West 107th Street; the alley next east of and parallel to South Eggleston Avenue; the alley next south of and parallel to West 107th Street; a line 110.00 feet east of and parallel to South Eggleston Avenue; West 107th Street; a line 35.00 feet east of and parallel to the alley next east of and parallel to South Eggleston Avenue and extended where no street exists; a line 216.00 feet north of and parallel to West 107th Street; the alley next east of and parallel to South Eggleston Avenue; a line 298.61 feet south of and parallel to West 104th Street; a line 298.61 feet starting at a point 61.55 feet east of the alley next

east of and parallel to South Eggleston Avenue to a point 188.12 feet east of South Eggleston Avenue; West 104th Street; the alley next east of and parallel to South Normal Avenue; West 103rd Place; a line 375.00 feet east of and parallel to South Normal Avenue; the alley next north of and parallel to West 103rd Place; a line 462.00 feet east of and parallel to South Normal Avenue; West 103rd Street; and South Eggleston Avenue (RLE Rezoning Section 2) (common address: 400, 412, 414, and 418 West 103rd Place; 403, 405, and 409 West 103rd Street; 401 (partial), 405 (partial), 407 (partial), 408, and 414 West 104th Street; 400, 411, and 416 West 105th Street; 400, 405, 410, and 413 West 107th Street; 9901, 10411 (partial), 10413 (partial), and 10416 (partial) South Eggleston Avenue; and 10514, 10520, 10528, 10530, 10552, 10558, 10632 and 10638 South Stewart Avenue).

[O2024-0013074]

To classify as T-Transportation District instead of a B1-1 Neighborhood Shopping District, B3-1 Community Shopping District, C1-1 Neighborhood Commercial District, M1-1 Limited Manufacturing/Business Park District, M3-3 Heavy Industry District, Commercial Planned Development 1185 (B3-1 Community Shopping District underlying), and RS3 Residential Single-Unit (Detached House) District the area show on Map Numbers 28-E, 28-F, 30-D, 30-E and 32-D bounded by:

the alley next north of and parallel to West 115th Street; a line 351.50 feet west of and parallel to South State Street; West 115th Street; a line 96.00 feet west of and parallel to South State Street; the alley next south of and parallel to West 115th Street; South State Street; a line 240.2 feet south of and parallel to East 115th Street; a line 325.98 feet starting at a point 133.00 feet east of South State Street and 240.20 feet south of East 115th Street to a point 123.06 feet west of South Michigan Avenue and 429.80 feet south of East 115th Street; a line 429.80 feet south of and parallel to East 115th Street; South Michigan Avenue; a line 105.00 feet south of and parallel to East Kensington Avenue; a line 100 feet west of and parallel to South Michigan Avenue; East Kensington Avenue; the alley next east of and parallel to South Michigan Avenue; the alley next south of and parallel to East Kensington Avenue; a line 225.00 feet west of and parallel to South Indiana Avenue; East 116th Street; South Indiana Avenue; the alley next south of and parallel to East 116th Street; the alley next east of and parallel to South Indiana Avenue; a line 100.00 feet south of and parallel to the first alley south and parallel to East 116th Street; South Prairie Avenue; East 117th Street; a line 266.00 feet west of and parallel to South Calumet Avenue; the alley next south of and parallel to East 117th Street; South Calumet Avenue; the second alley next south of and parallel to East 117th Street; a line 79.80 feet east of and parallel to South Calumet Avenue; a line 84.00 feet south of and parallel to the alley next south of and parallel to East 117th Street; the west right-of-way line of Metra Electric District; the alley next south of and parallel to East 117th Street extended where no street exists; the east right-of-way line of CN Railway; a line 385.30 feet starting at the east right-of-way line of the CN Railway, 1,459.85 feet north of East 119th Street, where no street exists, to a point 82.07 feet east of the CN Railway and 1,074.66 feet north of East 119th Street extended where no street exists; a line 399.99 feet starting at a point 82.07 feet east of the CN Railway and 1,074.66 feet north of East 119th Street extended where no street exists to a point

159.93 feet east of the CN Railway and 674.68 feet north of East 119th Street extended where no street exists; a line 119.96 feet starting at a point 159.93 feet east of the CN Railway and 674.68 feet north of East 119th Street, extended where no street exists, to a point 193.67 feet east of the CN Railway and 555.26 feet north of East 119th Street extended where no street exists; a line 124.06 feet starting at a point 193.67 feet east of the CN Railway and 555.26 feet north of East 119th Street extended where no street exists to a point 238.89 feet east of the CN Railway and 433.28 feet north of East 119th Street extended where no street exists; a line 108.06 feet starting at a point 238.89 feet east of the CN Railway and 433.28 feet north of East 119th Street extended where no street exists to a point 281.44 feet east of the CN Railway and 327.70 feet north of East 119th Street extended where no street exists; a line 343.53 feet, starting at a point 281.44 feet east of the CN Railway and 327.70 feet north of East 119th Street, extended where no street exists, to East 119th Street, extended where no street exists, 339.42 feet east of the Union Pacific Railroad; East 119th Street extended where no street exists; a line 148.87 feet from East 119th Street, extended where no street exists, 339.42 feet east of the Union Pacific Railroad to a point 358.65 feet east of the Union Pacific Railroad and 134.12 feet south of East 119th Street, extended where no street exists; a line 570.63 feet starting at a point 358.65 feet east of the Union Pacific Railroad and 134.12 feet south of East 119th Street extended where no street exists to a point 526.32 feet east of the Union Pacific Railroad and 659.51 feet south of East 119th Street extended where no street exists; a line 17.06 feet starting at a point 526.32 feet east of the Union Pacific Railroad and 659.51 feet south of East 119th Street, extended where no street exists to a point 533.10 feet east of the Union Pacific Railroad and 675.22 feet south of East 119th Street extended where no street exists; a curved line 61.24 feet starting at a point 533.10 feet east of the Union Pacific Railroad and 675.22 feet south of East 119th Street extended where no street exists to a point 555.70 feet east of the Union Pacific Railroad and 732.30 feet south of East 119th Street extended where no street exists; a line 12.32 feet starting at a point 555.70 feet east of the Union Pacific Railroad and 732.30 feet south of East 119th Street, extended where no street exists to a point 559.91 feet east of the Union Pacific Railroad and 743.91 feet south of East 119th Street extended where no street exists; a curved line 94.76 feet starting at a point 559.91 feet east of the Union Pacific Railroad and 743.91 feet south of East 119th Street, extended where no street exists to a point 594.39 feet east of the Union Pacific Railroad and 832.42 feet south of East 119th Street extended where no street exists; a line 236.18 feet starting at a point 594.39 feet east of the Union Pacific Railroad and 832.42 feet south of East 119th Street extended where no street exists to a point 685.75 feet east of the Union Pacific Railroad and 1,050.89 feet south of East 119th Street extended where no street exists; a curved line 238.89 feet starting at a point 685.75 feet east of the Union Pacific Railroad and 1,050.89 feet south of East 119th Street extended where no street exists to a point 795.12 feet east of the Union Pacific Railroad and 1,263.80 feet south of East 119th Street extended where no street exists; a curved line 180.04 feet starting at a point 795.12 feet east of the Union Pacific Railroad and 1,263.80 feet south of East 119th Street extended where no street exists to a point 424.30 feet west of the CN Railway and 2,833.69 feet north of East 126th Street; a line 927.75 feet starting at a point 424.30 feet west of the CN Railway and 2833.69 feet north of East 126th Street to a point 275.10 feet west of the CN Railway and 2143.62 feet north of East 126th Street; a line 1,161.36 feet starting at a point

275.10 feet west of the CN Railway and 2,143.62 feet north of East 126th Street to East 124th Street and South Cottage Grove Avenue; South Cottage Grove Avenue and extended where no street exists; the south right-of-way line of South Doty Avenue; a line 1,521.76 feet starting at a point 200.00 feet west of the CN Railway at the south right-of-way line of South Doty Avenue to a point 200.00 feet west of the CN Railway and 1,521.76 feet south of South Doty Avenue; a line 318.34 feet starting at a point 200.00 feet west of the CN Railway and 1,521.76 feet south of South Doty Avenue to East 132nd Street; East 132nd Street; a line 12.00 feet starting at a point 511.14 feet west of the CN Railway at the north right-of-way line of East 132nd Street to a point 500.47 feet west of the CN Railway and 1,238.73 feet south of South Doty Avenue; a line 37.00 feet starting at a point 500.47 feet west of the CN Railway and 1,238.73 feet south of South Doty Avenue to a point 476.91 feet west of the CN Railway and 1,201.99 feet south of South Doty Avenue; a line 404.00 feet starting at a point 476.91 feet west of the CN Railway and 1,201.99 feet south of South Doty Avenue to a point 419.33 feet west of the CN Railway and 834.76 feet south of South Doty Avenue; a line 99.00 feet starting at a point 419.33 feet west of the CN Railway and 834.76 feet south of South Doty Avenue to a point 479.06 feet west of the CN Railway and 800.79 feet south of South Doty Avenue; a line 140.00 feet starting at a point 479.06 feet west of the CN Railway and 800.79 feet south of South Doty Avenue to a point 617.70 feet west of the CN Railway and 859.57 feet south of South Doty Avenue; a line 255.44 feet starting at a point 617.70 feet west of the CN Railway and 859.57 feet south of South Doty Avenue to a point 582.16 feet west of the CN Railway and 627.74 feet south of South Doty Avenue; a line 74.62 feet starting at a point 582.16 feet west of the CN Railway and 627.74 feet south of South Doty Avenue to a point 656.05 feet west of the CN Railway and 659.07 feet south of South Doty Avenue; South Greenwood Avenue; a line 74.07 feet starting at a point 646.11 feet west of the CN Railway and 597.58 feet south of South Doty Avenue to a point 572.76 feet west of the CN Railway and 566.48 feet south of South Doty Avenue; a line 317.06 feet starting at a point 572.76 feet west of the CN Railway and 563.48 feet south of South Doty Avenue to a point 528.64 feet west of the CN Railway and 278.72 feet south of South Doty Avenue; a line 48.00 feet starting at a point 528.64 feet west of the CN Railway and 278.72 feet south of South Doty Avenue to a point 553.69 feet west of the CN Railway and 257.90 feet south of South Doty Avenue; a line 75.00 feet starting at a point 553.69 feet west of the CN Railway and 257.90 feet south of South Doty Avenue to a point 628.40 feet west of the CN Railway and 292.86 feet south of South Doty Avenue; a line 47.00 feet starting at a point 628.40 feet west of the CN Railway and 292.86 feet south of South Doty Avenue to a point 673.66 feet west of the CN Railway and 328.07 feet south of South Doty Avenue; South Greenwood Avenue; a line 31.88 feet starting at a point 690.63 feet west of the CN Railway and 292.02 feet south of South Doty Avenue to a point 660.43 feet west of the CN Railway and 267.06 feet south of South Doty Avenue; a line 61.29 feet starting at a point 660.43 feet west of the CN Railway and 267.06 feet south of South Doty Avenue to a point 600.02 feet west of the CN Railway and 228.13 feet south of South Doty Avenue; a line 255.48 feet starting at a point 600.02 feet west of the CN Railway and 228.13 feet south of South Doty Avenue to a point 345.93 feet west of the CN Railway and 108.19 feet south of South Doty Avenue; a line 108.19 feet starting at a point 345.93 feet west of the CN Railway and 108.19 feet south of South Doty Avenue to South Doty Avenue

288.47 feet west of the CN Railway; north right-of-way line of South Doty Avenue; a line 160.00 feet west of and parallel to South Cottage Grove Avenue extended where no street exists; East 129th Street; a curved line 100.42 feet starting at a point on East 129th Street 378.92 feet west of the CN Railway to a point 325.44 feet west of the CN Railway and 90.86 feet north of East 129th Street; a line 470.81 feet starting at a point 325.44 feet west of the CN Railway and 90.86 feet north of East 129th Street to a point 320.59 feet west of the CN Railway and 540.10 feet north of East 129th Street; a curved line 221.00 feet starting at a point 320.59 feet west of the CN Railway and 540.10 feet north of East 129th Street to a point 225.12 feet west of the CN Railway and 751.23 feet north of East 129th Street; a curved line 164.12 feet starting at a point 225.12 feet west of the CN Railway and 751.23 feet north of East 129th Street to a point 155.00 feet west of the CN Railway and 908.01 feet north of East 129th Street; a line 2,458.31 feet starting at a point 155.00 feet west of the CN Railway and 908.01 feet north of East 129th Street to a point 155.00 feet west of the CN Railway and 622.71 feet north of East 126th Street; a curved line 94.80 feet starting at a point 155.00 feet west of the CN Railway and 622.71 feet north of East 126th Street to a point 164.20 feet west of the CN Railway and 697.02 feet north of East 126th Street; a line 185.07 feet starting at a point 164.20 feet west of the CN Railway and 697.02 feet north of East 126th Street to a point 200.00 feet west of the CN Railway and 830.50 feet north of East 126th Street; a line 52.87 feet starting at a point 200.00 feet west of the CN Railway and 830.50 feet north of East 126th Street to a point 200.00 feet west of the CN Railway and 875.00 feet north of East 126th Street; a line 2.59 feet starting at a point 200.00 feet west of the CN Railway and 875.00 feet north of East 126th Street to a point 200.00 feet west of the CN Railway and 877.18 feet north of East 126th Street; a line 910.83 feet starting at a point 200.00 feet west of the CN Railway and 877.18 feet north of East 126th Street to a point 376.89 feet west of the CN Railway and 1,533.62 feet north of East 126th Street; a line 1,984.27 feet starting at a point 376.89 feet west of the CN Railway and 1,533.62 feet north of East 126th Street to a point 202.52 feet east of the Union Pacific Railroad and 2,658.03 feet north of East 126th Street; a line 28.83 feet starting at a point 202.52 feet east of the Union Pacific Railroad and 2,658.03 feet north of East 126th Street to a point 231.35 feet east of the Union Pacific Railroad and 2,657.62 feet north of East 126th Street; a line 29.39 feet starting at a point 231.35 feet east of the Union Pacific Railroad and 2,657.62 feet north of East 126th Street to a point 232.20 feet east of the Union Pacific Railroad and 2,687.00 feet north of East 126th Street; a line 516.67 feet starting at a point 232.20 feet east of the Union Pacific Railroad and 2,687.00 feet north of East 126th Street to a point 33.72 feet east of the Union Pacific Railroad and 3,162.60 feet north of East 126th Street; a line 46.77 feet starting at a point 33.72 feet east of the Union Pacific Railroad and 3,162.60 feet north of East 126th Street to the Union Pacific Railroad at a point 3,129.96 feet north of East 126th Street; the east and northeast right-of-way line of the Union Pacific Railroad; West 115th Street; and a line 426.50 feet west of and parallel to South State Street (RLE Rezoning Section 4) (common address: 11, 17, 23, 35, 40, and 42 West 115th Street; 120, 122, 124, 128, 130, 132, 134, 136, 140, 142, 151, 153, 155, 157, 159, 163, and 165 East 116th Street; 319 East 117th Street; 354, 356, 358, and 375 East 118th Street; 360 (partial) and 370 (partial) East 119th Street; 969 (partial) and 1029 (partial) East 130th Street; 11712, 11722, 11726, 11728, and 11810 South Calumet Avenue; 11600, 11900, 12120, 12200, 12256, 12534, 12546 (partial), 12618 (partial), 12807 (partial), 12813 (partial), and

12817 (partial) South Cottage Grove Avenue; 11742 and 11800 (partial) South Front Avenue; 11631 and 11633 South Indiana Avenue; 113 East Kensington Avenue; 11530 (partial), 11534 (partial), 11542, 11552, 11557, 11563, 11565, 11567, 11578, and 11579 South Michigan Avenue; 11624, 11626, 11630, 11632 and 11634 South Prairie Avenue; 11514, 11516, 11525 (partial), and 11527 (partial) South State Street; and 11562 South Wabash Avenue).

[O2024-0013088]

To classify as T-Transportation District instead of a B3-1 Community Shopping District, C1-1 Neighborhood Commercial District, M1-1 Limited Manufacturing/Business Park District, RS2 and RS3 Residential Single-Unit (Detached House) Districts, and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area show on Map Numbers 26-F and 28-F bounded by:

West 107th Street; the alley next east of and parallel to Union Pacific Railroad; the south right-of way line of the alley next south of and parallel to West 107th Place; a line 31.02 feet east of and parallel to the alley next east of and parallel to the Union Pacific Railroad; West 108th Street; a line 62.02 feet east and parallel to the alley next east of and parallel to the Union Pacific Railroad; the alley next south of and parallel to West 108th Street; a line 61.85 feet east of and parallel to Union Pacific Railroad; West 108th Place; a line 61.80 feet east and parallel to the alley next east of and parallel to the Union Pacific Railroad; the alley next south of and parallel to West 108th Place; a line 50.00 feet east of and parallel to the alley next east of and parallel to Union Pacific Railroad; West 109th Place; the alley next east of and parallel to Union Pacific Railroad; the alley next south of and parallel to West 109th Place and extended where no street exists; a line 34.00 feet west of and parallel to the alley; next west of and parallel to South Princeton Avenue; West 110th Street; the alley next west of and parallel to South Princeton Avenue; the alley next south of and parallel to West 110th Street; a line 475.00 feet west of and parallel to South Princeton Avenue; West 110th Place; the alley next west of and parallel to South Princeton Avenue; West 111th Street; a line 312.50 feet west of and parallel to South Princeton Avenue; the alley next south of and parallel to West 111th Street; a line 325.00 feet west of and parallel to South Princeton Avenue; the alley next south of and parallel to West 111th Place; a line 368.75 feet west of and parallel to South Princeton Avenue; West 112th Street; a line 309.00 feet west of and parallel to South Princeton Avenue; the alley next south of and parallel to West 112th Street; a line 262.50 feet west of and parallel to South Princeton Avenue; West 112th Place; a line 150.00 feet west of and parallel to South Princeton Avenue; the alley next south of and parallel to West 112th Place; a line 87.50 feet west of and parallel to South Princeton Avenue; West 113th Street; South Princeton Avenue; the alley next south of and parallel to West 113th Street; the alley next east of and parallel to South Princeton Avenue; a line 125.00 feet south of and parallel to the alley next south of and parallel to West 113th Street; South Yale Avenue; a line 270.00 feet south of and parallel to the alley next south of and parallel West 113th Street; the alley next east of and parallel to South Yale Avenue; a line 518.67 feet south of and parallel to West 113th Street; South Wentworth Avenue; West 114th Street; a line 175.00 feet east of and parallel to South Wentworth Avenue; the alley next south of and parallel to

West 114th Street; South Perry Avenue; West 114th Place; the alley next east of and parallel to South Perry Avenue; the alley next south of and parallel to West 114th Place; a line 451.50 feet west of and parallel to South State Street; West 115th Street; northeast right-of-way line of Union Pacific Railroad; South Wentworth Avenue; the south right-of-way line of West 114th Street; the northeast right-of-way line of Union Pacific Railroad; South Princeton Avenue; the south right-of-way line of the alley next south of and parallel to West 113th Street; northeast right-of-way line of Union Pacific Railroad; West 112th Street; the alley next east of and parallel to Union Pacific Railroad; West 111th Street; east right-of-way line of Union Pacific Railroad; north right-of-way line of the alley next south of and parallel to West 107th Place and extended where no street exists; and the east right-of-way line of Union Pacific Railroad (RLE Rezoning Section 3) (common address: 346, 347, and 358 West 107th Place; 363 West 107th Street; 348, 349, 351, and 352 West 108th Place; 348, 350, 354, and 355 West 109th Place; 348, 349, 350, 351, 354, and 355 West 109th Street; 348 and 352 West 110th Place; 349, 350, 352, 353, and 356 West 110th Street; 333, 334, 337, 340, 341, 344, 345, and 348 West 111th Place; 333, 341, 343, 347, 349, and 356 West 111th Street; 317, 319, 325, 328, and 330 West 112th Place; 333, 335, 336, 339, and 340 West 112th Street; 303, 307, 309, 310, 312, 316, 320, and 322 West 113th Street; 135 and 149 West 114th Street; 46 and 52 West 115th Street; 11414, 11424, 11426, 11439 South Perry Avenue; 11315, 11319, 11321, 11325, and 11327 South Princeton Avenue; 11351, 11352, 11355, and 11358 South Wentworth Avenue; and 11326, 11330, 11334, 11336, 11342, 11343, 11345, and 11347 South Yale Avenue).

[O2024-0013087]

BY ALDERPERSON RAMIREZ-ROSA (35th Ward):

To classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-I bounded by:

a line 250 feet north of and parallel to West Fullerton Avenue; the alley next east of and parallel to North Kedzie Boulevard; a line 100 feet north of and parallel to West Fullerton Avenue; and North Kedzie Boulevard (common address: 2411 -- 2423 North Kedzie Boulevard).

[O2024-0013057]

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-I bounded by:

West Albany Avenue; the alley next east of and parallel to North Kedzie Boulevard; a line 250 feet north of and parallel to West Fullerton Avenue; and North Kedzie Boulevard (common address: 2425 -- 2437 North Kedzie Boulevard; and 2476 -- 2480 North Albany Avenue).

[O2024-0013063]

To classify as a B3-1 Community Shopping District instead of an RT4 Residential Two-Flat Townhouse and Multi-Unit and B3-3 Community Shopping Districts the area shown on Map Number 7-I bounded by:

North Linden Avenue; the alley next east of and parallel to North Kedzie Boulevard; North Albany Avenue; and North Kedzie Boulevard (common address: 2443 -- 2511 North Kedzie Boulevard).

[O2024-0013062]

To classify as a B3-1 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-J bounded by:

the alley next north of and parallel to West Wrightwood Avenue; North Central Park Avenue; West Wrightwood Avenue; a line 78.52 feet east of and parallel to North Lawndale Avenue; a line 70.27 feet north of and parallel to West Wrightwood Avenue; and North Lawndale Avenue (common address: 3600 -- 3650 West Wrightwood Avenue; and 2609 -- 2611 North Lawndale Avenue).

[O2024-0013066]

3. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERPERSON LA SPATA (1st Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 1ST WARD ALDERMANIC EXPENSE ACCOUNT.

[O2024-0012985]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 1st Ward 9008 Aldermanic Expense Account 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 TITLE 14B OF MUNICIPAL CODE ESTABLISHING STANDARDS FOR EXTERIOR LIGHTING.

[O2024-0013029]

Also, a proposed ordinance to amend Title 14B of the Municipal Code of Chicago by modifying Chapter 14B-33 requiring that exterior lighting that illuminates either the public way or adjacent properties have a color temperature of less than 3000 degrees Kelvin and must be positioned to avoid lighting adjacent properties, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON HOPKINS (2nd Ward):

Referred -- AMENDMENT OF SECTION 5-12-170 OF MUNICIPAL CODE BY RELIEVING LANDLORDS OF OBLIGATION TO ATTACH SECURITY DEPOSIT RIGHTS DOCUMENTATION WHEN TENANT DOES NOT SUBMIT SECURITY DEPOSIT.

[O2024-0013148]

A proposed ordinance to amend Title 5, Chapter 12, Section 170 of the Municipal Code of Chicago to relieve landlords of the obligation to provide tenant with a written summary of security deposit rights, obligations, remedies, and interest rates when tenant does not submit a security deposit to the landlord, which was *Referred to the Committee on Housing and Real Estate*.

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 3RD WARD ALDERMANIC EXPENSE ACCOUNT.

[O2024-0012909]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 3rd Ward 9008 Aldermanic Expense Account 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 CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (3.60) AND 4-60-023 (3.64) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF E. 43RD ST.

[O2024-0013127]

Also, a proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by adding new subsections 4-60-022 (3.60) and 4-60-023 (3.64) to disallow the issuance of additional alcoholic liquor and package goods licenses, respectively, on East 43rd Street, from South State Street to South Vincennes Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Housing Authority -- 4008 -- 4018 South Prairie Avenue; and

[O2024-0012779]

H.O.M.E. Childcare LLC -- 126 East 47th Street.

[O2024-0012823]

Referred -- STANDARDIZATION OF PORTION OF S. GILES AVE. AS "HARLEM GLOBETROTTERS WAY".

[O2024-0012914]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Giles Avenue, from West Pershing Road to West 38th Street, to be known as "Harlem Globetrotters Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON MITCHELL (7th Ward):

Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON PORTIONS OF E. 79TH ST., E. 75TH ST. AND S. EUCLID PKWY.

[O2024-0012863]

A proposed ordinance to amend Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago to prohibit peddling of any merchandise or other articles whatsoever on both sides of East 79th Street, from South South Shore Drive to South Merrill Avenue; on the south side of East 75th Street, from South South Shore Drive to South Merrill Avenue; and on the north side of the street to South Euclid Parkway, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Presented By

ALDERPERSON HARRIS (8th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 8810 S. STONY ISLAND AVE.

[Or2024-0013145]

A proposed order for the issuance of a permit to install a sign/signboard at 8810 South Stony Island Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (11.102) AND 4-60-023 (11.102) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF S. MORGAN ST.

[O2024-0012873]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsections 4-60-022 (11.102) and 4-60-023 (11.102) which restricted the issuance

of additional alcoholic liquor and package goods licenses, respectively, on South Morgan Street, from West 33rd Street to West 35th Street, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 13TH WARD ALDERMANIC EXPENSE ACCOUNT.

[O2024-0013132]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 13th Ward 9008 Aldermanic Expense Account 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*.

Presented By

**ALDERPERSON LOPEZ (15th Ward) And
ALDERPERSON DOWELL (3rd Ward):**

Referred -- AMENDMENT OF CHAPTER 2-8 OF MUNICIPAL CODE BY MODIFYING SECTIONS 2-8-020 AND 2-8-030 REQUIRING ALL RECIPIENTS OF SETTLEMENTS OR PAYMENTS OF CLAIMS TO INDEBTEDNESS CHECK BY CITY COMPTROLLER.

[O2024-0013138]

A proposed ordinance to amend Title 2, Chapter 8 of the Municipal Code of Chicago by modifying Sections 2-8-020 and 2-8-030 to require that all recipients of payments of claims for damages or payments of settlements, respectively, be subject to an indebtedness check by the City Comptroller or their designee, which was *Referred to the Committee on Finance*.

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 16.93 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 63RD ST.

[O2024-0012609]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 16.93 to disallow the issuance of additional package goods licenses on West 63rd Street, from South Rockwell Street to South Western Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 16.140 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. RACINE AVE.

[O2024-0012612]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 16.140 to allow the issuance of additional package goods licenses on South Racine Avenue, from West 60th Street to West 62nd Street, which was *Referred to the Committee on License and Consumer Protection*.

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Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 16.102 AND 16.147 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF S. ASHLAND AVE.

[O2024-0012611]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 16.102, which restricted the issuance of additional package goods licenses on South Ashland Avenue, from West Garfield Boulevard to West 57th Street; and by deleting subsection 16.147, which restricted the issuance of additional package goods licenses on South Ashland Avenue, from West 55th Street to West 57th Street, which was *Referred to the Committee on License and Consumer Protection*.

10/9/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

19017

Presented By

**ALDERPERSON TAYLOR (20th Ward),
ALDERPERSON VASQUEZ (40th Ward) And
ALDERPERSON HADDEN (49th Ward):**

*Referred -- STANDARDIZATION OF 718 -- 753 E. 61ST ST. AS "DJ CASPER 'CHA
CHA SLIDE' PERRY WAY".*

[O2024-0012938]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 718 -- 753 East 61st Street as "DJ Casper 'Cha Cha Slide' Perry Way, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

*Referred -- DECLARATION OF OCTOBER 28, 2024 AS "FIRST RESPONDERS DAY"
IN CHICAGO.*

[R2024-0013128]

A proposed resolution declaring October 28, 2024 as "First Responders Day" in Chicago to recognize and remember the first responders which we have lost, which was *Referred to the Committee on Workforce Development.*

*Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 3540 W.
DIVISION ST.*

Also, two proposed orders for the issuance of permits to install signs/signboards at 3540 West Division Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101060228; and

[Or2024-0012820]

one sign/signboard for Permit Number 101060229.

[Or2024-0012817]

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

[O2024-0013130]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the City Council Committee on Zoning, Landmarks and Building Standards to meet the necessary obligations that have been or may be incurred during Year 2024, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1501 N. KINGSBURY ST.

[Or2024-0013061]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1501 North Kingsbury Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- EXEMPTION OF DON HALL, JR./XF AUTO SALES ENTERPRISE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0012973]

A proposed ordinance to exempt Don Hall, Jr./XF Auto Sales Enterprise from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 525 North Cicero 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*.

10/9/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

19019

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 420 S. PULASKI RD.

Also, four proposed orders for the issuance of permits to install signs/signboards at 420 South Pulaski Road, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

- | | |
|---|------------------|
| one sign/signboard for Permit Number 101057698; | [Or2024-0012970] |
| one sign/signboard for Permit Number 101057701; | [Or2024-0012972] |
| one sign/signboard for Permit Number 101057753; and | [Or2024-0012969] |
| one sign/signboard for Permit Number 101057756. | [Or2024-0012971] |

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY AUTHORIZING ZONING ADMINISTRATOR TO APPROVE ADMINISTRATIVE ADJUSTMENT TO PARKING LOCATION STANDARDS FOR CERTAIN NEW CONSTRUCTION PROJECTS IN B AND C DISTRICTS.

[O2024-0013134]

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying various sections to correct references to Section 17-13-1003 throughout; and to add new Section 17-13-1003-T authorizing the zoning administrator to approve an administrative adjustment to the parking location standards of Section 17-3-0504-F for any new construction project in the B and C Districts that is within 2,640 feet of a CTA or METRA rail station entrance or exit and not located along a pedestrian street or a pedestrian retail street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERPERSON CARDONA (31st Ward) And
ALDERPERSON WAGUESPACK (32nd Ward):**

Referred -- AMENDMENT OF CHAPTER 5-11 OF MUNICIPAL CODE BY ADDING NEW SECTION 5-11-180 ESTABLISHING EFFECTIVE DATE OF APRIL 1, 2025 FOR TENANT OPPORTUNITY TO PURCHASE BLOCK (606) DISTRICT PILOT PROGRAM.

[O2024-0013135]

A proposed ordinance to amend Title 5, Chapter 11 of the Municipal Code of Chicago by adding new Section 5-11-180 to amend the effective date for the Tenant Opportunity to Purchase Block (606) District Pilot Program from October 9, 2024 to April 1, 2025 and to establish an expiration date of the program of December 31, 2027. Three committees having been called, the Committee on Zoning, Landmarks and Building Standards, the Committee on Finance, and the Committee on Housing, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2815 N. WESTERN AVE.

Five proposed orders for the issuance of permits to install signs/signboards at 2815 North Western Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101060113;

[Or2024-0012974]

one sign/signboard for Permit Number 101060114;

[Or2024-0012975]

10/9/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

19021

one sign/signboard for Permit Number 101060115;

[Or2024-0012977]

one sign/signboard for Permit Number 101060116; and

[Or2024-0012979]

one sign/signboard for Permit Number 101060117.

[Or2024-0012980]

Presented By

**ALDERPERSON WAGUESPACK (32nd Ward) And
ALDERPERSON CARDONA (31st Ward):**

Referred -- CALL FOR HEARING ON COST INCREASE OF RED LINE EXTENSION PROJECT.

[R2024-0013146]

A proposed resolution calling on the Committee on Transportation and Public Way to hold a subject matter hearing on the cost increase for the Red Line Extension project based on the recent Chicago Transit Authority estimate of \$5.3 Billion, which was *Referred to the Committee on Finance*.

Presented By

ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN CITY COUNCIL COMMITTEE ON HEALTH AND HUMAN RELATIONS.

[O2024-0013077]

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 SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 33.5 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. KEDZIE AVE.

[O2024-0012808]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 33.5 which restricted the issuance of additional package goods licenses on North Kedzie Avenue, from West Montrose Avenue to West Berteau Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (35.109) AND 4-60-023 (35.108) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF W. BELDEN AVE.

[O2024-0012893]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by adding new subsections 4-60-022 (35.109) and 4-60-023 (35.108) to disallow the issuance of additional alcoholic liquor and package goods licenses, respectively, on West Belden Avenue, from North Kedzie Avenue to North Kimball Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- STANDARDIZATION OF PORTION OF W. WRIGHTWOOD AVE. AS "JAMES JOSEPH MULLIGAN WAY".

[O2024-0013024]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Wrightwood Avenue, at North Kimball Avenue on the southwest corner and going west on West Wrightwood Avenue as "James Joseph Mulligan Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

- Beats and Bagger -- 5144 West Homer Street; [O2024-0013078]
- Car Guys Chicago -- 939 North California Avenue; and [O2024-0013076]
- Orlando Tires and Auto Repair, Inc. -- 3945 West Grand Avenue. [O2024-0013071]

Presented By

**ALDERPERSON VASQUEZ (40th Ward),
ALDERPERSON MITCHELL (7th Ward)
And OTHERS:**

Referred -- RECOGNITION OF CHICAGO TRANSIT AUTHORITY (CTA) AND AMALGAMATED TRANSIT UNION LOCAL 241 AND 308 ON TRANSPORTATION WORK DURING 2024 DEMOCRATIC NATIONAL CONVENTION. [R2024-0013147]

A proposed resolution, presented by Alderpersons Vasquez, Mitchell, La Spata, Robinson, Yancy, Harris, Chico, Lee, Ramirez, Gutiérrez, Lopez, O'Shea, Taylor, Rodríguez, Burnett, Ervin, Taliaferro, Cruz, Conway, Villegas, Nugent, Napolitano, Clay, Martin and Silverstein, recognizing Chicago Transit Authority workers and Amalgamated Transit Union Local 240 and 308 on their work during the 2024 Democratic National Convention, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 41ST WARD WAGE ALLOWANCE ACCOUNT.

[O2024-0013144]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 41st Ward 0017 Wage Allowance Account 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.*

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.234 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF E. ILLINOIS ST. AND N. MC CLURG CT.

[O2024-0013137]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 42.234 which restricted the issuance of additional package goods licenses on the south side of East Illinois Street, from North New Street to North McClurg Court; and on the west side of North McClurg Court, from East Illinois Street to East North Water Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

North Clark Street (west side) from West Hubbard Street to West Kinzie Street -- to be known as "Alphonso 'Fonz' Hanbrough Way"; and

[O2024-0013139]

West Illinois Street (north side) from North Franklin Street to North Orleans Street -- to be known as "Anthony A. Durpetti Way".

[O2024-0013140]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 59 West Hubbard Street; and

[Or2024-0013142]

one sign/signboard at 643 North Orleans Street.

[Or2024-0013136]

Presented By

**ALDERPERSON HADDEN (49th Ward),
And OTHERS:**

Referred -- AMENDMENT OF CHAPTER 6-10 OF MUNICIPAL CODE ESTABLISHING PROTECTIONS OF CIVIL RIGHTS FOR INDIVIDUALS WITH ACTUAL OR PERCEIVED ASSOCIATION WITH ANY PROTECTED CLASS.

[O2024-0012999]

A proposed ordinance, presented by Alderpersons Hadden, Robinson, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Knudsen, Lawson, Martin and Manaa-Hoppenworth, to amend Title 6, Chapter 10 of the Municipal Code of Chicago to ensure civil rights protections in the City of Chicago by prohibiting discrimination based upon an individual's race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status, or source of income of such person or persons, or because of actual or perceived association with such person or persons, which was *Referred to the Committee on Health and Human Relations*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 18, 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, September 18, 2024 at 10:00 A.M., signed by her as such City Clerk.

Aldersperson Lopez moved to dispense with the reading and approval of the *Journal* until the next subsequent meeting of the City Council.

Aldersperson Ervin moved to lay the motion on the table.

The Clerk called the roll and the motion to *Lay on the Table* the motion to dispense with the reading and approval of the *Journal* until the next subsequent City Council meeting *Prevailed* by yeas and nays as follows:

Yeas -- Alderspersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Quinn, Gutiérrez, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Sposato, Nugent, Vasquez, Knudsen, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 38.

Nays -- Alderspersons Beale, Chico, Lopez, Coleman, Moore, Cardona, Napolitano, Reilly, Lawson -- 9.

Thereupon, 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.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

guests in support of memorial resolution honoring the late Honorable Mary Ann Smith, former Alderperson of the 48th Ward: Matt Smith, son; Carol Ronen, Committeewoman of 9th Congressional District; friends: Ann Wasoff; Edin Seferovic; Emma Sagartz; Bess Sagartz; Mike Chioros;

guests in support of resolution honoring Domestic Violence Awareness and Prevention Month: Amanda Pyron, President and Chief Executive Officer of The Network; Aster Gilbert, Manager of Training and Public Education, Center on Halsted; Brenda Stewart, Executive Director of "I Am My Sister's Keeper!"; Cherita Ellens, member of Women Employed; Teresa Sullivan, temporary Co-Chair of Gender-Based Violence Taskforce, Deputy Director and General Counsel of Legal Aid Chicago; Shykira Richards, Director of Program Administration for Working on Womanhood, Youth Guidance; Karla Altmayer, Gender-Based Violence Taskforce and Co-Director of Healing to Action; Leslé Honoré, Chief Executive Officer, Urban Gateways; Dorothy Tucker, journalist with CBS Chicago; Stephanie Love Patterson, President of National Network to End Domestic Violence; Karen Wilson Freeman, Chicago Urban League; Rebecca Darr, President and CEO of WINGS Program, Inc.; Neha Gill, Co-Chair and Executive Director, Apna Gar;

guests in support of resolution honoring Latine Heritage Month: Vilma Colom, former Alderperson; Carmela Vargas, President, Mexican Patriotic Club; Imelda Salazar; Julieta Bolivar; Ken Alvarado; Julian Calderon, veteran; Elizeth Arguelles, Tamales La Leona, DACA recipient; Marcelo Ferrer, Executive Director, Palenque Logan Square Neighborhood Association; Dèlomè Ostian Johannès Favi, founder, Caged Dreams; George Esquivel, board member, Mexican American Leadership Organization; Hilda Frontany, community activist and Emeritus Chair of Board of Directors, Rincon Family Services; Heidy Mendez-Grimaldo, founder, A Blessing Hand; Marecela Cartagena, Chief of Staff, Illinois Hispanic Chamber of Commerce; Jose "Gringo" Echeverria Acevedo, Latino Arts Leader; George Burciaga, Managing Partner, United States Mayoral Roundtable; Ivan Justiniano; Lugo Rosado; Gary Jimenez; Roger Razo;

guests of Alderperson Lee and Alderperson Hadden attending for Chicago Day of the Girl, October 11, 2024 Girls Like Me Project representatives: Tony Pledger, Communications Team; La'Keisha Gray-Sewell; Heidi Pearson; Crystal Jackson; Allyson Scrutchens;

guest of Alderperson Hadden attending for Indigenous People's Day October 14, 2024: Les Begay, co-founder of Indigenous People's Day Coalition of Illinois.

Time Fixed For Next Succeeding Regular Meeting.

[O2024-0013150]

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 Tuesday, October 22, 2024, beginning at 2:00 P.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, Alderperson Villegas informed the City Council that he was withdrawing his call for a special meeting scheduled for October 9, 2024, at 2:00 P.M.

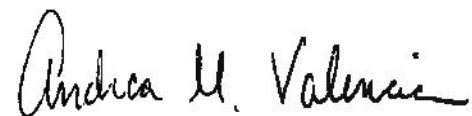
Adjournment.

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* by yeas and nays as follows:

Yeas – Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, O’Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 38.

Nays -- Alderpersons Quinn, Lopez, Tabares, Cardona, Waguespack, Sposato, Napolitano, Reilly, Silverstein -- 9.

Thereupon, the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, October 22, 2024, at 2:00 P.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
City Clerk.

