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COPY



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

Regular Meeting -- Wednesday, October 30, 2024

at 10:00 A.M.

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

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, October 30, 2024

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Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, October 30, 2024 at 10:15 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden -- 44.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Mike Rolfes, Executive Director of Renew Chicago, opened the meeting with prayer.

PUBLIC COMMENT.

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

Mona Mcaleese

Jodie Wiederkehr

Johnnie Muhammed

At this point in the proceedings, President Pro Tempore Samantha Nugent stated that the City Council would stand in recess. At the conclusion of the recess, Mayor Johnson called the meeting back to order.

Thereupon, the following members of the general public addressed the City Council:

Christiana Powell

Will Tanzman

George Blakemore

Mary Baggett

Janet M. Seay

Tiwalu Steward

Sister Zakeyyah S. Muhammad

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public submitted written comments to the City Council:

Michele Miedlar

Dr. Madhuri Pydisetty

Iilir Sulejmani

Gloria Carbajal

Alex Prochaska

Amalia Baikie

Ellen Svehla

Thomas Vencill

Nathan Edwards

Hector

Kara Spahl

Karen Elger

Amanda Olejarz

Randy Schmitz

Lavanya Kannan

John Paul Jones

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Placed On File -- DELIVERY OF FISCAL YEAR 2025 MAYORAL BUDGET ADDRESS.
[F2024-0013623]

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that the following communication was filed in her office on Friday, October 25, 2024, at 3:57 P.M.:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 25, 2024.

Honorable Anna Valencia
City Clerk
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

DEAR CLERK VALENCIA -- Please be advised that the City Council meeting of October 30, 2024, during that portion of the meeting devoted to "communication from the Mayor" (see Rule 3), I will be delivering the Mayor's Budget Address for the City of Chicago Budget for 2025.

Please include this letter in your agenda for that portion of the above-referenced City Council meeting.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

BUDGET ADDRESS OF THE HONORABLE BRANDON JOHNSON, MAYOR.
(As Proposed)

The Honorable Brandon Johnson, Mayor, delivered the following budget address:

Vice Mayor Burnett, Chairwoman Dowell, Chairman Ervin, Chairman Harris, President Pro Tempore Nugent, members of City Council, and residents of Chicago, good morning.

When I stood up here last year, we had just closed a \$538 Million budget gap. We faced that challenge head-on and focused on closing that gap while investing in the people of this great city. We made tremendous strides and critical investments in youth employment, housing, mental health, and community safety. We also forecasted that in 2025 we will face a budget deficit of \$986 Million.

The choices we made to present a balanced budget have been sobering. As a City, we are constrained by our legacy pension and debt costs. These past debts challenge our budget and ability to invest in this great City; debts that were created by repeated decisions to kick the can down the road when tough choices presented themselves.

Fifty schools were closed, and 14 mental health clinics were shuttered in order to cut costs. The parking meters and the Chicago Skyway were sold off to balance the budget. Our pension funds were ignored, and the City did not fulfill its obligations to working people. And the City deferred paying principal on its debt service year after year.

These short-sighted decisions have had serious long-term consequences. Let me give you one example of how these choices impact our budget today. 10 years ago our City pensions were projected to go bankrupt in this decade. From 2004 through 2014 the City did not do enough. They deposited an average of \$442 Million each year to the pension funds, which was less than half of what was required. Because of that, we are now obligated to contribute \$2.7 Billion to the City's four pension funds and will contribute an additional \$2.9 Billion in the 2025 budget.

When I ran for office, I promised to tell the truth and that I would not support programs that we did not have funds for. I am sticking to that promise. We will pay the City's past and present bills, and we will not leave a legacy of unpaid bills to the next generation.

In spite of the past mistakes, our administration has been able to fulfill the promises I made to Chicago and deliver for the people of Chicago while being fiscally responsible.

We invested in our city's future by increasing the number of young people hired through One Summer Chicago. We hired a total of almost 28,000 young people, which is nearly 8,000 more from when I was sworn in. Through One Summer Chicago we were able to make sure young people could gain professional experience, a real-paying job, and a vision for their future.

One specific program I'd like to highlight is our General Laborer Trainee program. We worked with the City Department of Human Resources and the Department of Streets and Sanitation to partner with the Chicago Public Schools and LIUNA 1001 to develop and implement a General Laborer -- Trainee Program. This 12-week on-the-job training opportunity provided 70 CPS graduating students with job skills. Participants achieved union bidder rights during the program and upon successful completion were offered the opportunity to bid on permanent Laborer vacancies. 55 of the 70 General Laborer Trainees were hired full-time and work for the city of Chicago today.

In fact, we have one of our newest city employees, Jakiya (Juh-KEY-yuh) Brown, here with us today. Jakiya was hired directly from the trainee program and is an example of how a job opportunity can change the career trajectory of our city's youth.

Under my leadership, Chicago has become the most pro-worker City in America. This year, we enacted the most expansive paid leave statute for any major city. The impact of this legislation will be felt by over one million workers, effectively doubling the amount of paid leave available. Workers now have significantly more time to spend with their families, personal health needs, or care for loved ones.

Additionally, we enacted the One Fair Wage ordinance with the support of a coalition of partners including community advocates from the One Fair Wage coalition and Women Employed. Together we eliminated the subminimum wage for over 60,000 tipped workers. This reform boosts the livelihoods of hundreds of thousands of Chicagoans, primarily women of color, and supports small businesses by encouraging workers to return to the restaurant and hospitality industries.

Under my leadership, Chicago has become a safer city. We invested in programs and strategies that are proven to foster safer communities, and the results speak for themselves. Since I have been in office, we have seen a decrease in homicides, shootings, robberies, vehicular hijackings, and in criminal sexual assaults.

I promised that during my first term, I would promote 200 new detectives for CPD's Bureau of Detectives to improve homicide clearance rates without increasing the number of sworn officers. Today, I am proud to announce that by the end of this year, we will meet that goal. Promoting these brave men and women to be detectives has already paid dividends. Right now, we have a homicide clearance rate of nearly 54 percent. While we have more work to do, it is the highest year to date since at least 2015.

I want to take a moment to thank Superintendent Snelling and all of the men and women of the Chicago Police Department for the hard work they have done to facilitate this progress. I also want to recognize our Mayor's Office of Community Safety and their impressive efforts to holistically address the root causes of violence with the common goal of keeping our city safe.

In addition to keeping Chicago safe, we delivered on a long-sought-after promise to expand our mental health system. We are re-opening a public mental health clinic in Roseland; we are layering mental health services into the Lower West Side CDPH clinic in Pilsen; and we have integrated mental health services at Legler Library. We have made the monumental transition from a co-responder police response to a full public health response for 911 calls regarding mental health crises.

This work would not have been possible without the strong partnership and leadership of Alderwoman Rodríguez-Sánchez who co-sponsored the Mental Health System Expansion ordinance that created the working group that led to these new investments.

For me, this work to expand mental health access is personal. I often tell the story of my brother Leon who was my hero. He struggled with mental illness and died addicted and unhoused. I believe a commitment to mental health and to treating, rather than criminalizing, individuals experiencing trauma would have extended his time here on this earth.

I'm proud of the vital work our CARE team has done to respond to families and individuals in need and get them the help they deserve. I want to take a moment to acknowledge Tiffany Patton-Burnside, the Senior Director of Crisis Services who has been an integral part of the CARE leadership team and a passionate advocate for her team and this program from the start. Thanks to Tiffany and her team, CARE has addressed over 1,500 cases and counting.

Under my leadership we supported our residents in their time of need. After the West Side was hit with intense flooding, my administration, through the Chicago Department of Housing, secured an additional \$5 Million for the Flood Assistance Repair Program. The program aims to support up to 200 homeowners whose homes suffered significant damage from torrential rains in July 2023.

I am proud to say that we are still moving full steam ahead with those repairs. This week Fay Cobbins, a proud resident of the West Side (...the best side...), will have repair work starting on her house.

In the past year, we have made it clear that Chicago is open for business. We have worked hand in hand with government agencies, the State, the County, World Business Chicago, and the business community to usher in more than \$20 Billion in committed business investments in Chicago. This includes Psi Quantum, which will anchor the Illinois Quantum and Microelectronics Park campus in partnership with our other municipal and state partners, and the LaSalle Street investments that will convert four underutilized office buildings into mixed-use buildings and create more than 1,000 new apartments. We broke ground on Google's new Chicago headquarters at the Thompson Center. We celebrated the one-year anniversary since the opening of the temporary Bally's temporary casino, which currently employs over 450 residents, and began construction on the \$1.7 Billion permanent casino project. We also celebrated renovations to the JP Morgan Chase building, O'Hare's global expansion, and countless other projects. These investments demonstrate the deep confidence the business community has in Chicago and in my leadership.

This past year, we demonstrated what it means to be a Global City. This summer, we showed the world why Chicago is genuinely the greatest freakin' city in the world when we hosted the best Democratic National Convention, which brought in over \$371 Million to this city. In addition to a historic DNC, we hosted major sporting events, and countless music festivals which generate more than \$800 Million in economic impact for our city.

After a successful summer, I traveled to London to continue to strengthen Chicago's global presence and drive new opportunities for investments, economic growth, and international collaboration. The trip resulted in another pro-Chicago decision being made. Pirkx, a company that will provide access to affordable healthcare services to workers at nonprofits and micro businesses, has chosen to locate its first U.S. headquarters right here in Chicago.

In partnership with Choose Chicago and MPEA, we've seen Chicago solidify its status as the best city in the U.S. for conventions, with 82 total meetings at McCormick Place so far this year bringing more than 1 million attendees and creating numerous job opportunities. Just last month, we hosted the International Manufacturing Technology Show -- one of the largest trade shows in the world -- at McCormick Place, attracting nearly 90,000 attendees.

This year, we “Cut the Tape” to fast-track commercial and residential development in Chicago to get more shovels in the ground and more cranes in the sky. For far too long, we have heard that it is difficult to build in Chicago. We have heard that the City needs to get out of its own way and reduce the hurdles that developers and contractors face when trying to develop housing and commercial properties. That is why in the last year, I signed an Executive order requiring 14 City departments to evaluate their development processes and propose solutions that will remove bottlenecks and accelerate review and approval timelines.

We are seeing the impact already: developments are moving faster, and the pipeline is growing. For example, the time it takes for a project to get to the Plan Commission is down 40 percent, from 131 days to 79 days. I want to thank the broad coalition of development leaders that worked with my team to contribute to this plan, the many developers, architects, contractors, attorneys, lenders, advocates, and more.

We kicked off a historic investment in our neighborhoods and our people when we passed the \$1.25 Billion Housing and Economic Development bond. This bond is a game changer for our city. With it we are investing \$625 Million directly into our small businesses and community assets in neighborhoods across the city.

We have already used this bond to invest in local businesses like the Austin HOPE Center. The facility will be anchored by a Lurie Children’s Hospital clinic. The building will also be occupied by Thresholds, who will provide behavioral health care to people experiencing serious mental illness and homelessness living on the West Side. By investing in spaces like the Austin HOPE Center, my administration seeks to close gaps in currently existing healthcare services in the Austin neighborhood.

In addition to investing in our business development and commercial real estate, the other \$625 Million from the bond will go towards building more affordable housing. We are going to keep building, preserving and repairing homes across Chicago with this bond.

Additionally, my administration utilized the once-in-a-lifetime American Rescue Plan Act. We relaunched the City’s ARPA spending plan in June of this year after careful evaluation of each initiative. I am proud to say we’ve doubled the Emergency Fund for Gender-Based Violence Survivors to \$10 Million, providing immediate, unrestricted cash assistance to those seeking safety and stability.

With ARPA, we also provided vital maternal healthcare through the expansion of CDPH’s Family Connects program, supported artists and arts organizations in need when the pandemic wreaked havoc on the arts industry, and provided much needed grants to small businesses and non-profits to help sustain their workforce and build up their capacity post-pandemic.

Every investment we made last year, from youth employment and workforce development, mental health, community safety, housing and homelessness demonstrates our commitment to investing in people. And I want to be clear: In this year’s budget, we are going to build on the progress we have made. Even in a difficult budget year, we will not stop investing in our city and the people who make it thrive.

Over the course of the past year, my community engagement team worked to actively engage residents during this budget process. We held four public roundtables -- one exclusively for youth -- across the City of Chicago to hear directly from people about their budget priorities. We listened to the needs of the community and used this robust community engagement process to guide us when we developed the 2025 budget.

Just as we did in 2024, in this year's budget we will continue to invest in people and communities and empower everyone to live up to their greatest potential.

Through a \$52 Million investment we will again prioritize our youth, increasing the number of paid jobs for the City's youth by 2,000 positions, ensuring that we are preparing our youth for the workforce of tomorrow. In collaboration with Alderwoman Fuentes, we will build upon the foundation set this year by expanding the number of Peacekeeper positions within One Summer Chicago while also enhancing the My.Chi.My.Future website and mobile application to incorporate the tools and resources of the Peace Book. The Peacekeeper program is not only hiring our young people but enabling them to directly contribute to the safety of our city.

I want to thank Alderwoman Fuentes, DFSS Commissioner Brandie Knazze, and the tireless efforts of their teams as we work to make all the components of the Peace Book a reality in 2025.

In addition to One Summer Chicago, City departments will once again host student interns and trainees -- creating a pathway for our youth to find careers in public service.

Through an investment of \$40 Million in this budget, we will see our capacity to care for the unhoused in the City expand by more than doubling the number of beds within the City's shelter network from 3,000 to 6,800. Through our partnership with the State of Illinois, our vision for a one shelter system where anyone that needs help can find assistance will begin to be take shape.

With an investment of \$30 Million, we will continue to move households from temporary homeless shelters or unsheltered locations into stable housing through the City's rapid rehousing program and accelerated moving events. But we know that sheltering the unhoused is not enough. We have to promote the conditions for making housing more affordable and we need new financing tools to meet the scale of the problem.

In 2025, my administration is committed to the launch of Green Social Housing, an innovative and proven form of affordable, mixed-income housing development that does not rely on federal subsidies. Not only does this model offer a way to "grow the pie" -- increasing the number of affordable homes that the City can create without relying on state or federal subsidies -- and because it is structured like a revolving loan program, the one-time allocations can be recycled every few years into new projects.

This program will be funded with up to \$135 Million from the housing and economic development bond, making it the largest social housing revolving loan fund in the country. Through this program, we aim to develop over 600 affordable and sustainable rental units for Chicagoans over the next five years.

Additionally, in the years ahead, we will continue advancing the once-in-a-generation modernization project known as O'Hare 21, starting with the construction of Satellite Concourse 1, a 19-gate expansion already underway that will create over 3,800 construction jobs and numerous contracting opportunities for diverse firms of all sizes.

This administration will continue the work started in 2024 to strengthen the mental health network for those in the City. Building upon the re-opening of three mental health clinics, 2025 will see continued capacity building within those three new clinics, as well as the hiring of Behavioral Health Telecommunicators within our Office of Emergency Management & Communications to ensure calls are triaged appropriately and care is directed to those in need.

With over \$100 Million in investments in community violence prevention in 2025, we continue our work to invest dollars directly into communities that are and have been plagued by violence.

The Mayor's Office of Community Safety awarded several key community organizations with grants to lead efforts to decrease violence and increase investments in areas of the city most in need. Teamwork Englewood will lead our efforts in Englewood; the historic West Side NAACP will lead efforts in Austin; and Beyond the Ball in Little Village will work hand in hand with my administration to make place-based and people-based investments through the People's Plan for Community Safety.

In addition, under the direction of our new Director of Re-Entry, Joseph Mapp, the Office of Re-Entry will lead this administration's efforts to re-integrate those who are returning home from incarceration so that they can do so with support and dignity. 2025 will see over \$5 Million awarded to community-based organizations on the frontline of this work.

This year saw the re-establishment of the City's Department of the Environment. Despite spending the bulk of this year staffing up, the department, under the leadership of Chief Sustainability Officer Angela Tovar, achieved great policy and operational goals this year. Beginning on January 1st, the City will celebrate a major milestone by transitioning its operations to 100 percent renewable electricity thanks to a contract with Constellation Energy to power all City-owned buildings, streetlights, Midway and O'Hare Airports, Jardine and all other of our 400+ City facilities.

And we are not resting on these achievements alone. Today, I am happy to announce that through the partnership with the Civic Consulting Alliance, in 2025, we will further deliver on our plan to reconstitute the Department of Environment through the delivery of a transition plan laying out the steps to shift more regulatory authority under the Chief Sustainability Officer, so that we can take on our responsibility to combat global climate change while healing the communities that have been burdened by environmental injustice.

And as previously mentioned, we are a global city, with world class attractions and festivals attended by people from around the world. Thus, this budget invests \$3 Million in additional funding to enhance the cultural and special events hosted by our Department of Cultural Affairs and Special Events.

With an increase of \$1 Million to our arts grants program in DCASE's operational budget, over \$9 Million in funding will go towards our efforts to support artists and cultural organizations, and to foster creative initiatives that contribute to the artistic and cultural vitality that this city is known for.

We have accomplished much over this last year. The investments we have made are a down payment on implementing the values I was elected to uphold. Because we cannot talk about making lasting change in our City without investments in youth, housing, mental health and community safety. These are the investments that will change this City.

When I ran for Mayor, I said the City's fiscal position was much worse than was being forecast. Within months of taking office our budget team, led by Annette Guzman, issued a revised forecast that, in fact, predicted we would face a budget gap of close to \$1 Billion in 2025.

We are facing this challenge head on. We will continue to invest in priorities so that we can build the future we all want -- a better, stronger, safer Chicago. We will not neglect our long-term obligations -- We will pay our debt and our pensions. And we will continue to embrace business and economic development. But we will have to work with less resources, and we will have to raise revenues.

Let me pause for a moment to be clear. This progressive Mayor stands before you with the willingness to invest in Chicagoans and the willingness to make the hard decisions so that we have a fiscally prudent balanced budget. We can, and I do, hold both of those truths at the same time. Being a progressive means meeting our obligations today so that we have resources in the future to continue to invest in our people.

This City has had far too many administrations that governed with the veneer of fiscal responsibility, when in fact they were not. That is not our path today.

When we released our budget forecast this year, we were faced with one of the largest budget gaps this city has faced. Anticipating the depth of our fiscal challenge, my financial team began working on ways to lower our costs through budgetary efficiencies while also identifying ways to increase our revenues. Therefore, we made smart cuts in our expenditures. My budget team asked every department to cut 3 percent of their costs.

Not only did our departments meet this challenge, but many of our departments also exceeded this directive because they understand that in Chicago we can provide efficient government services while still meeting the needs of our residents. City Council also stepped up and met this moment by cutting 3 percent of their budget, and of course, so did the Mayor's Office and our partners in the City Clerk's and City Treasurer's Office.

We also cut vacancies that were not mission critical. What does cutting vacancies mean to Chicagoans? It means that positions that are empty today because someone retired or moved to a different job will not be filled. It means that jobs we have planned to fill will be eliminated. It means the City workforce will have to operate more efficiently -- and we will lean into the challenge. Any large organization has waste, and the City of Chicago is no exception.

Our departments drilled down to determine where is there waste, or overlap. We asked ourselves, what can be done in a better way? From these measures alone we saved almost \$300 Million. To put that in perspective, those savings on their own represent an amount larger than the General Fund Budget of the entire City of Rockford. And these savings are on top of the \$200 Million already achieved in our 2024 budget through the prudent fiscal practices implemented by my budget team.

While some have called for extreme austerity measures, such as mass layoffs to address our fiscal gap, these are not solutions that align with our city's values. As a city, it is our responsibility to provide services to our residents, business community, and countless visitors, and mass layoffs would hamper our ability to drive economic development, protect our neighborhoods, care for the most vulnerable amongst us, and provide relied upon healthcare to our residents.

I want to take a moment to spell out for everyone what Chicago would look like if we only used cuts to our city's workforce to solve the full budget gap. We would need to reduce our workforce by another 4,000 positions, equating to a 17 percent reduction in the City's workforce. We would have to reduce our police force by 2,500 personnel, or just under 20 percent. We would be forced to reduce our fire department by over 600 personnel, dramatically lowering our ability to respond to fires and provide lifesaving medical care. Our streets would see garbage collection, recycling, rat abatement services, and tree trimming completed far less frequently as our sanitation department would be reduced by 150 additional positions. And the maintenance and repair of our physical assets would be further hampered as our facilities team would see over 200 personnel cuts. These cuts threaten to make our neighborhoods, our residents and our workers less safe.

I want to be clear, we will not be having any layoffs in this budget, but we still need to raise more revenue. So, we took a good look at TIF funds. My administration has spent the last year examining every TIF district and worked with our departments to remove projects that are no longer viable while still reserving funding for projects that will benefit our city. In doing so, we have been able to ensure that every dollar not used for projects will be returned to all the taxing bodies in the County.

This exercise allows the City to release a record TIF surplus of \$570 Million, with \$131 Million being surplus to the City, over \$300 Million to CPS, and record amounts to other taxing bodies including the Park District, City Colleges, Chicago Public Libraries, Cook County and the Metropolitan Water Reclamation District.

In total, this budget includes over \$400 Million in additional revenue, including enhancements to existing revenue streams. Through the leadership of the City's Corporation Counsel, we are cracking down on scofflaws and corporations that owe the City money -- pursuing another \$30 Million through the efforts of our law department.

In terms of revenue enhancements, my administration worked diligently to find inefficient areas in our tax and licensing rates that will raise revenue for the City without overburdening Chicagoans -- such as removing the retail concession portion of the bag tax to ensure that the full 7 cents goes toward City revenue.

As I have said from the start, I am committed to protecting retirement security by upholding our pension obligations. In this budget we are adhering to our policy to make a contribution that ensures our unfunded liabilities will not grow further. This fiscally prudent policy is projected to save the City almost \$3 Billion in future pension contributions so we can ensure that our children are not saddled with these long-deferred costs, and our workers can be confident the pensions they spent their careers earning will be there at retirement.

Our City workers have their pension contributions deducted from every paycheck -- they never miss or defer a deposit in the system. We must uphold our obligations as well. And when we invest in our retirees and our workers, it keeps our communities vibrant and alive. In Austin -- the neighborhood where my wife and I are raising our family, the local economy would collapse if we did not have pensioners as neighbors.

That is why this budget currently includes a property tax increase of \$300 Million to fund and keep our commitment to fund our pension contributions.

This is tough, it is something that I grappled with for weeks and weeks. We did not take this move lightly. I directed my budget team to look at all options at closing this budget gap, and when it came down to either mass layoffs and curbing vital City services or an increase in property taxes, we chose to increase property taxes.

I understand that today I am asking families to lean in and do a little bit more in order to make sure that their neighbors aren't laid off and to make sure that we don't have to cut vital City services. I know that across this city working families make tough decisions everyday whether it's the cost of childcare or paying your utilities or even going grocery shopping and buying food for your families. I know adding to those tough choices is not easy, but this was the best option that allows our city to move forward in a sustainable way. This is the start of a multi-year process that will finally get Chicago's finances back on track.

It is important to realize that one of the reasons we have made some of these decisions is because our ability to raise the revenues we need to fund the essential mission of City government is limited. The City of Chicago cannot do this alone.

The largest revenue sources are either controlled or limited at the State level. Personal income taxes, corporate income taxes, sales tax policy -- these are controlled by the State. We need to continue to work with the State and the County, in a truly collaborative manner to make our revenue streams more equitable. I have no doubt that with strong partnership with the State and County we will be able to do just that.

Our north star is to make the City's taxes more equitable. This goal is shared by many, if not most of the people in this room, as well as the majority of City residents. We are not the first to fight this fight. Governor Pritzker led the good and just effort to create a graduated income tax in Illinois. The federal government and most states have a graduated income tax -- because it is the most fair and equitable method. Higher income earners who have more ability to pay, do pay more, and lower income earners pay less. The City of Chicago voters said yes, and our Black and Brown residents resoundingly voted in the affirmative. Unfortunately, corporate interests lobbied against the referendum, and it was defeated.

This year, Chicago residents voted on the Bring Chicago Home referendum, which would have provided much needed funds to support the programming and operations to reduce homelessness in the City. The referendum would have authorized an increase to the transfer tax when properties over \$1 Million were sold. The referendum even included an inflator so that the \$1 Million threshold would grow over time, because we did not want the homes of ordinary Chicagoans to eventually be subject to the tax just because of inflation. Once again that effort was shot down by corporate interests and a small number of ultra wealthy individuals that funded a smear campaign which sowed fear and misunderstanding in the electorate. If the referendum had passed, the City would have collected, on average, \$100 Million more a year in revenues to fund critical needs for our unhoused residents.

Lastly, as we discussed extensively in the 2025 Budget Forecast, Chicago's revenues from the Personal Property Revenue Tax dropped precipitously this year due to the expiration in state law that now allows corporations to claim unlimited losses against their positive income gains, resulting in a decline of over \$150 Million since 2023. This budget proposal reflects the reality of our fiscal constraints.

We will continue the work with our partners in City Council, labor, the business community and other stakeholders to tackle this challenge and distribute more of the tax burden from working people and on to entities that can do more to pay their fair share. I welcome additional revenue ideas that allow us to meet our obligations, make critical investments, and protect our residents.

My administration takes seriously our duty to make sure our revenue collection is as equitable and balanced as possible. This is why we passed ordinances to greatly expand debt relief programs.

This year, we permanently codified the City's Clear Path Relief Program and Administrative Debt Relief Program to ensure a pathway for relief from fee and fine debt for those individuals who are the least able to shoulder it. It's why under my administration, we have expanded the Utility Billing Relief Program to three flats to further live into the goals of the program and provide much needed relief to qualified homeowners. And why this year, through our partnership with Aldermen La Spata and Villegas, we will be implementing the Water Leak Relief Pilot Program to provide substantial financial relief to residents facing unexpected water bills due to eligible underground water leaks.

And we aren't stopping there. Next year, we will be instituting another parking ticket amnesty program. The 2025 amnesty, which my administration worked on with Chairwoman Dowell and Vice Mayor Burnett to develop, will allow residents to get clean of their City parking debt penalties while repaying the principal they owe.

With this proposed budget, we aren't just balanced, we are focused on delivering to the people of Chicago. We are making sure that we are providing the working people of this city with the support, services, and opportunities they need and deserve. We are building a government that truly works for the people.

No longer will Chicago turn its back on those who are struggling with mental health issues, instead the City will lend a helping hand to them.

No longer will Chicago be dismissive about our youth and the children who are the future of this city, instead we are going to give them real jobs with a W2 so they can have an opportunity to achieve career success.

No longer will Chicago's neighborhoods be forgotten, we are going to make sure that residents are not only safe and that crimes are solved. We are going to make sure that our neighborhoods flourish with more and more investments.

No longer will Chicago be a city where folks cannot afford a home, we are going to build, build, build and make sure that there is affordable housing for those who need it.

No more disinvestments, no more selling off our public assets, no. We are moving full steam ahead. We are taking ownership of years of poor decisions that have left everyday Chicagoans behind and charting a path forward that actually invests in our people. We are upholding our promise to the people of Chicago to move forward towards a brighter future.

The potential for Chicago is endless, and I am proud to stand before you today and say that we are not slowing down, we will not be complacent, we will not turn our backs on the people. There is only one direction we are going and that is full steam ahead.

It is going to take all of us to tackle these challenges and we will all work together.

This budget was only made possible by the countless city workers, leaders, and residents who informed our budget, guided our difficult decisions, and supported our mission to invest in people.

I want to thank our City Department leadership and Commissioners who steadfastly serve our City and greatly informed our budget processes.

I want to also thank Budget Director Annette Guzman, Chief Financial Officer Jill Jaworski, City Comptroller Chasse Rehwinkel and the Office of Budget Management Team for their hard work.

And, of course, I want to thank the residents who participated in budget engagement roundtables and meetings, voicing concerns and ideas. You are reflected in this budget. It is my sincere belief that progress will not and cannot be made without you.

It is in this spirit of collaboration that we made tremendous gains in the first year of my administration, and we set our city on a path to true equity, promising to never again leave behind Black and Brown communities.

With this budget, we set the stage for continued progress for years to come.

Let us continue on this path and make our great city even greater.

Thank you. God Bless You and God Bless the City of Chicago.

At this point in the proceedings, Mayor Johnson stated that the City Council would stand in recess for 10 minutes. At the conclusion of the recess, Mayor Johnson called the meeting back to order.

Referred -- APPOINTMENT OF KATHRYN BOCANEGRA AS MEMBER OF BOARD OF HEALTH.

[A2024-0013654]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Kathryn Bocanegra as a member of the Board of Health for a term effective immediately and expiring April 30, 2026, to succeed Steven K. Rothschild, whose term has expired.

10/30/2024

COMMUNICATIONS, ETC.

19229

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF TRAVIS GAYLES AS MEMBER OF BOARD OF HEALTH.

[A2024-0013651]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Travis Gayles as a member of the Board of Health for a term effective immediately and expiring April 30, 2028, such period allocated as follows: a term effective immediately and expiring April 30, 2025, to succeed Matthew M. Davis, who has resigned, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF HONG LIU AS MEMBER OF BOARD OF HEALTH.
[A2024-0013653]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Hong Liu as a member of the Board of Health for a term effective immediately and expiring April 30, 2026, to succeed Rosa E. Martinez Colon, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CHINYERE OKWU AS MEMBER OF BOARD OF HEALTH.

[A2024-0013652]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Chinyere Okwu as a member of the Board of Health for a term effective immediately and expiring April 30, 2026, to succeed Joel K. Johnson, whose term has expired.

10/30/2024

COMMUNICATIONS, ETC.

19231

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF HORACE E. SMITH AS MEMBER AND APPOINTMENT AS PRESIDENT OF BOARD OF HEALTH.

[A2024-0013655]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Horace E. Smith as a member of the Board of Health and appointed him as President of the Board for a term effective immediately and expiring April 30, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF NANCY C. ANDRADE AS CHAIR AND MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013642]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Nancy C. Andrade as Chair and member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MARTA CERDA AS MEMBER OF CHICAGO
COMMISSION ON HUMAN RELATIONS.

[A2024-0013643]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Health and Human Relations:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Marta Cerda as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2027.

10/30/2024

COMMUNICATIONS, ETC.

19233

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF NADERH H. ELRABADI AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013647]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Naderh H. Elrabadi as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2027 to succeed Mirna T. Holton, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JULIET C. GILBERT AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013648]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Juliet C. Gilbert as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2027 to succeed Darlene G. Attiah, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF REY B. GONZALEZ AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013644]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Rey B. Gonzalez as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

10/30/2024

COMMUNICATIONS, ETC.

19235

Referred -- APPOINTMENT OF VANESSA HARRIS AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013649]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Vanessa Harris as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2027 to succeed Ahmad R. Jitan, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF PAMALA M. SILAS AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013650]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Pamala M. Silas as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2026 to succeed Jamie E. Brown, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MICHAEL D. TAKADA AS MEMBER OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013645]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Michael D. Takada as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2026.

10/30/2024

COMMUNICATIONS, ETC.

19237

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KIMBERLY L. WALLER AS MEMBER OF
CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2024-0013646]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Health and Human Relations:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Kimberly L. Waller as a member of the
Chicago Commission on Human Relations for a term effective immediately and expiring
July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MOHAMMED J. BUTT AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2024-0013640]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Mohammed J. Butt as a member of Special Service Area Number 43, the Devon Avenue Commission, for a term expiring February 7, 2028, such period allocated as follows: a term effective immediately and expiring February 7, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF SARA J. BLACKSTONE LUKENS AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2024-0013641]

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

10/30/2024

COMMUNICATIONS, ETC.

19239

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Sara J. Blackstone Lukens as a member of Special Service Area Number 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF TITLES 1, 2, 7, 11 AND 18 OF MUNICIPAL CODE REGARDING MANAGEMENT, STRUCTURE, POWERS AND FUNCTIONS OF VARIOUS DEPARTMENTS AND AGENCIES (YEAR 2025 MUNICIPAL CODE MANAGEMENT ORDINANCE).

[O2024-0013673]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the 2025 Management Ordinance that amends various titles of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF TITLES 2, 9, 14, 16, 17 AND 18 OF MUNICIPAL CODE
(YEAR 2025 MUNICIPAL CODE CORRECTIONS ORDINANCE).

[O2024-0013675]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith the 2025 Municipal Code Corrections Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

10/30/2024

COMMUNICATIONS, ETC.

19241

Referred -- AMENDMENT OF TITLES 3, 4, 9 AND 10 OF MUNICIPAL CODE (YEAR 2025 MUNICIPAL CODE REVENUE ORDINANCE).

[O2024-0013671]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the 2025 Revenue Ordinance that amends various titles of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- LEVY OF REAL ESTATE TAXES FOR YEAR 2025.

[O2024-0013679]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the Fiscal Year 2025 Tax Levy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO CASA YUCATAN L.P. FOR AFFORDABLE HOUSING DEVELOPMENT PROJECT AT 2134 -- 2136 S. ASHLAND AVE.

[O2024-0013660, O2024-0013661]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith ordinances authorizing the issuance of financial assistance for the Casa Yucatan affordable housing development project.

10/30/2024

COMMUNICATIONS, ETC.

19243

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTIVE BUDGET FOR YEAR 2025.

[O2024-0013682]

The Honorable Brandon Johnson, Mayor, presented the following communication which was, together with the 2025 Executive Budget Recommendations, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith the proposed 2025 Budget recommendations.

Your favorable consideration of this item will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF REGULATIONS GOVERNING ADMINISTRATION OF CLASSIFICATION PLAN AND EMPLOYEE BENEFITS FOR CLASSIFIED POSITIONS SET FORTH IN ANNUAL APPROPRIATION ORDINANCE (SALARY RESOLUTION) REGARDING SALARY SCHEDULES, AUTOMOBILE ALLOWANCE, HOLIDAYS, VACATIONS AND SICK LEAVE.

[R2024-0013678]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

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

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY AND COUNTY OF COOK FOR ALLOCATION OF MOTOR FUEL TAX FUNDS.

[O2024-0013677]

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

10/30/2024

COMMUNICATIONS, ETC.

19245

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority and Cook County for the allocation of Motor Fuel Tax funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXPENDITURE OF PORTION OF MOTOR FUEL TAX FUNDS
ALLOCATED TO CITY OF CHICAGO FOR YEAR 2025.

[O2024-0013676]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the allocation of Motor Fuel Tax funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR EXTENDED SERVICE AGREEMENT WITH LOCAL INITIATIVES SUPPORT CORPORATION FOR CORRIDOR MANAGER PROGRAM.

[O2024-0013659]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an extended service agreement with Local Initiatives Support Corporation for the Corridor Manager Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

10/30/2024

COMMUNICATIONS, ETC.

19247

Referred -- SUPPORT OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 455 N. ASHLAND AVE. FOR PARTIAL DEVELOPMENT AS MANUFACTURING FACILITY FOR PROTOTYPE BATTERY CELL PRODUCTION AND CORPORATE HEADQUARTERS.

[O2024-0013695]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class 6(b) tax incentive for a property located at 455 North Ashland Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2024-0013736, O2024-0013742,
O2024-0013744, O2024-0013768]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF LEASE AGREEMENT WITH GH CHICAGO IL, LLC FOR INTERCITY BUS TERMINAL AT 630 W. HARRISON ST. FOR INITIAL YEAR AND OPTION TO RENEW FOR ONE ADDITIONAL YEAR.
[O2024-0013733]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease agreement with GH Chicago IL, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

10/30/2024

COMMUNICATIONS, ETC.

19249

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

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

Placed On File -- ESTIMATE OF YEAR 2025 AGGREGATE PROPERTY TAX
LEVY.

[F2024-0013674]

The following communication from Annette Guzman, Budget Director, under the date of October 30, 2024, pursuant to Section 18-60 of the Illinois Truth in Taxation Law, 35 ILCS 200/18-55, et seq., regarding the 2025 aggregate property tax levy, was *Placed on File*:

OFFICE OF BUDGET AND MANAGEMENT
CITY OF CHICAGO

October 30, 2024.

Anna M. Valencia
City Clerk
Room 107
121 North LaSalle Street
Chicago, Illinois 60602

RE: Estimated 2025 aggregate property tax levy

DEAR MS. VALENCIA, Pursuant to Section 18-60 of the Illinois Truth in Taxation Law, 35 ILCS 200/18-55, et seq., the City of Chicago Office of Budget and Management has made the following determinations regarding the amounts of money, exclusive of election costs, estimated to be necessary to be raised by taxation for the following year upon the taxable property in the City:

2024 amended aggregate property tax levy: \$2,119,339,000.

Please place this letter on file. Thank you.

Sincerely,

(Signed) ANNETTE GUZMAN,
Budget Director.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on October 9, 2024 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 30, 2024 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on October 9, 2024, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.***Refunding Of General Obligation/Sales Tax Securitization Corporation Bond, Series 2024.***

The City Clerk informed the City Council that the ordinance authorizing the refunding of General Obligation/Sales Tax Securitization Corporation Bond, Series 2024, which was considered by the City Council on October 22, 2024 and which was requested to be published in pamphlet form, was published in pamphlet form on October 29, 2024 by being printed in full text in a special pamphlet, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Kathy O'Brien -- O'Brien & O'Brien LLC (Application Number 22599T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 16-E bounded by:

a line 192 feet south of and parallel to East 65th Street; the public alley east of and parallel to South Rhodes Avenue; a line 240 feet south of and parallel to East 65th Street; and South Rhodes Avenue (common address: 6521 South Rhodes Avenue).

[O2024-0013546]

Raising Cane's Restaurant LLC (Application Number 22597) -- to classify as Business Planned Development Number 425, as amended, instead of Business Planned Development Number 425 the area shown on Map Number 20-F bounded by:

a line 680.09 feet north of and parallel to West 87th Street; a northwesterly line 86.43 feet long, starting from a point 573.51 feet west of South Lafayette Avenue and ending at a point 503.51 feet west of South Lafayette Avenue; a line 581.16 feet north of and parallel to West 87th Street; South Lafayette Avenue; West 87th Street; and a line 681.92 feet west of and parallel to South Lafayette Avenue (common address: 112 West 87th Street).

[O2024-0013543]

2541 Kildare LLC (Application Number 22598) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-K bounded by:

a line 141.0 feet south of and parallel to West Wrightwood Avenue; the public alley next east of and parallel to North Kildare Avenue; a line 166.0 feet south of and parallel to West Wrightwood Avenue; and North Kildare Avenue (common address: 2541 North Kildare Avenue).

[O2024-0013545]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Alinezhad, Elina	[CL2024-0013564]
Argudo, Margaret A.	[CL2024-0013582]
Arl, Anne K.	[CL2024-0013634]
Boldery, Sherry S.	[CL2024-0013557]
Brenner, Russell S.	[CL2024-0013614]
Bruce, Rebakah	[CL2024-0013577]
Bryant, Valeria N.	[CL2024-0013561]
Bumba, Vanessa	[CL2024-0013622]
Catanzaro, Timothy J.	[CL2024-0013585]
Chumbley, Susan	[CL2024-0013565]
Condell, Michael S.	[CL2024-0013553]
Crespo, Edwin	[CL2024-0013590]
Croom, Phyllis D.	[CL2024-0013563]
Davis, Annette	[CL2024-0013620]
Decker, Michael	[CL2024-0013594]
DeJesus, Anthony	[CL2024-0013566]
DePriest, Philip R.	[CL2024-0013617]
Dolan, Jared P.	[CL2024-0013608]
Feldman, Elyse L.	[CL2024-0013532]
Firganek, Kimberly	[CL2024-0013626]
Flores, Roxana M.	[CL2024-0013591]
Flynn, Darci	[CL2024-0013568]

Gonzalez, Jasmine G.	[CL2024-0013619]
Hardy, Lori J.	[CL2024-0013571]
Harris, Jacqueline N.	[CL2024-0013593]
Harvie, Lyn C.	[CL2024-0013554]
Hennessy, Amy M.	[CL2024-0013573]
Hess, Patricia M.	[CL2024-0013609]
Hethcoat, Gale L.	[CL2024-0013579]
Hsu, Kai Y.	[CL2024-0013631]
Hughes, Preeya P.	[CL2024-0013567]
Jones, Kimberly R.	[CL2024-0013559]
Kelly, Ryan D.	[CL2024-0013549]
Kidd, Karen E.	[CL2024-0013578]
Krso, Edin	[CL2024-0013551]
Lapthorne, Maxwell S.	[CL2024-0013581]
Leroy, Frederick K.	[CL2024-0013583]
Li, Tongzhou	[CL2024-0013586]
Lugo, Reyna M.	[CL2024-0013556]
Malnarick, Charles J.	[CL2024-0013589]
Martinez, Reynick A.	[CL2024-0013534]
Meller, Matthew L.	[CL2024-0013580]
Miasnikoff, Karen M.	[CL2024-0013550]
Miller, Morgan	[CL2024-0013592]
Miller-Hoffman, Marilyn K.	[CL2024-0013595]
Morano, Angelo	[CL2024-0013558]

Mosley, Ora	[CL2024-0013596]
Mulryan, Michael	[CL2024-0013537]
Myslinski, Lisa J. (2)	[CL2024-0013611, CL2024-0013560]
Ozinga Ready Mix Concrete	[CL2024-0013598]
Pace Suburban Bus	[CL2024-0013629]
Padgett, Robert M.	[CL2024-0013599]
Parker, Shirley	[CL2024-0013569]
Patton, Victor D.	[CL2024-0013552]
Peavy, Lee	[CL2024-0013621]
Pietrkowski, Henry	[CL2024-0013584]
Progressive Insurance and Dye, Angela	[CL2024-0013628]
Rivera, Jose A.	[CL2024-0013574]
Roberts, Gay H.	[CL2024-0013607]
Sanchez, Jadhira	[CL2024-0013587]
Santana, Jose A.	[CL2024-0013616]
Santi, Jennifer F.	[CL2024-0013624]
Schackle, Paul	[CL2024-0013627]
Schaefer, Theresa V.	[CL2024-0013597]
Snee, Preston T.	[CL2024-0013542]
Strange, Gerald	[CL2024-0013610]
Taylor, Victor L.	[CL2024-0013612]
Tolsky, Benjamin S.	[CL2024-0013633]
Tom, Darryl	[CL2024-0013630]
Torres, Marco	[CL2024-0013632]

Turner-Vega, Aerianah	[CL2024-0013635]
Walker, Jordan M.	[CL2024-0013575]
Wayne, Alexander J.	[CL2024-0013572]
Wiedrich, Thomas A.	[CL2024-0013613]
Williams, Rachel S.	[CL2024-0013588]
Woodford-Parker, Ella	[CL2024-0013570]
Yanson, Peter O.	[CL2024-0013636]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR APPROVAL OF TECHNICAL AMENDMENT TO BOUNDARIES OF NEWPORT AVENUE CHICAGO LANDMARK DISTRICT.

[O2024-0013662]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Planning, Department of Planning and Development, under the date of October 28, 2024, and received in the Office of the City Clerk on October 28, 2024, transmitting the Commission on Chicago Landmarks' recommendation, for approval of the technical amendment of boundaries to the Newport Avenue Chicago Landmark District, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR APPROVAL OF PERMIT APPLICATION FOR DEMOLITION OF NON-CONTRIBUTING BUILDING AT 906 W. FULTON MARKET.

[Or2024-0013555]

A communication from Kathleen Dickhut, Deputy Commissioner, Bureau of Citywide Planning, under the date of October 25, 2024 and received in the Office of the City Clerk on October 25, 2024, transmitting the Commission of Chicago Landmarks' recommendation, together with a proposed order, for approval of a permit application for demolition of a non-contributing building at 906 West Fulton Market in the Fulton-Randolph Market Landmark District, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

RECOGNITION OF BREAST CANCER AWARENESS MONTH.

At this point in the proceedings, Alderperson Harris noted that October was Breast Cancer Awareness Month. Sharing her own emotional journey, Alderperson Harris recognized the presence in the audience of breast cancer survivors Mable Wayne, Mary Smith and Yolanda Godwin and encouraged all woman to get regular screenings.

The Honorable Brandon Johnson, Mayor, then thanked Alderperson Harris and her distinguished guests for their bravery in fighting this disease. Identifying breast cancer as the second leading cause of cancer death in women, Mayor Johnson stated that over three million women across our country have battled, and continuing to battle, this disease. Declaring the importance of regular screenings and health education in the fight against and treatment of breast cancer, Mayor Johnson also observed that early detection can lead to a 99 percent survival rate in those diagnosed with breast cancer. Lauding the progress that has been achieved in the fight against breast cancer, Mayor Johnson noted that we are still seeing those in underserved communities, uninsured individuals, and women in our black and brown communities more likely to be diagnosed at a late stage due to lack of access to treatment and resources. Sadly recalling the unfortunate death of his own mother due in part to heart failure and breast cancer, Mayor Johnson again stressed the importance of education, early detection, equal and quality treatment, and better care and support for those living with this disease so that we can lessen the impact of breast cancer and look to a future where this disease is finally eradicated.

RECOGNITION OF HIV/AIDS AWARENESS MONTH.

At this point in the proceedings, Alderperson Robinson noted that October was also HIV/AIDS Awareness Month and spoke of his longstanding advocacy both in the Illinois legislature and in the City Council on behalf of the victims of HIV/AIDS and called for greater funding for the treatment and eradication of HIV/AIDS.

Thanking Alderperson Robinson for his advocacy and support, Mayor Johnson observed that there are currently more than 37 million people living with HIV/AIDS around the world. In our fight to eradicate this disease today we are experiencing an increase in educational campaigns, groundbreaking research and medicine, more information about the transmission, prevention, and treatment of HIV/AIDS, and better support and resources for those living with HIV/AIDS, the Mayor stated and asserted that it is because of awareness campaigns like HIV/AIDS Awareness Month we are better able to reach at-risk people, our young people, and the public in general in our continued fight against HIV/AIDS.

Rules Suspended -- DESIGNATION OF CHICAGO AS "PURPLE HEART CITY" TO HONOR PURPLE HEART RECIPIENTS.

[R2024-0013672]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 30, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Villegas, Lopez, Chico, Vasquez, Silverstein, Ervin, Gutiérrez, Nugent, Hadden, Lawson, Robinson, Mitts, Clay, Hopkins, O'Shea, Gardiner, Conway, Sposato, Fuentes, Cruz, Manaa-Hoppenworth, Moore, Harris, Yancy, Mosley, Dowell, Lee, Rodríguez, Ramirez-Rosa, Hall and City Clerk Valencia, a resolution designating Chicago as a Purple Heart City.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The 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, including 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 Veterans Memorial along the Chicago Riverwalk, and many more service members who 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 long-standing 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, including 39 cities in Illinois, 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 we, the Mayor and the members of the City Council of the City of Chicago, assembled this 30th day of October 2024, proudly support the mission of the Military Order of the Purple Heart and now officially designate Chicago as a "Purple Heart City" to honor the sacrifices made by Purple Heart recipients in defense of our freedoms and reaffirm 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 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".

On motion of Alderperson Mitchell, seconded by Alderpersons Moore, Lee, O'Shea, Curtis, Ervin, Conway, Beale, Sposato, Waguespack, Napolitano, Gardiner, Lopez and Villegas, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in recognizing the City of Chicago as a Purple Heart City. The Purple Heart Medal is awarded to those who have been wounded or lost their lives during combat, the Mayor declared, and it is a reminder of the profound sacrifice that our veterans have made for our country and for the world. Mayor Johnson then called attention to the startling statistic that Illinois has lost over 30 thousand service men and women in past conflicts and thousands more who carry the scars of combat with them every day. We honor these men and women for their service and sacrifices by supporting our veterans through services, events, and partnerships, the Mayor continued, and proudly declared his support for the work of the Military Order of the Purple Heart and their efforts to build connections among wounded combat veterans while also ensuring that our veterans and the families of those lost

have access to vital resources, services, and opportunities. Mayor Johnson thereupon reaffirmed his commitment to recognize and honor those men and women who have bravely fought for our freedoms, to honor those who made the ultimate sacrifice for our country and expressed his support of the mission of the Military Order of the Purple Heart as we designate Chicago as a "Purple Heart City."

Aldersperson Lopez then asked leave of the body to allow former 11th Ward Aldersperson James Balcer the privilege to address the body. Hearing no objection, leave was granted.

Speaking from the commissioners' gallery, former Aldersperson Balcer thanked Mayor Johnson and members of the City Council, both past and present, for their comradery over the years and for their public service on behalf of the residents of Chicago. Lauding and thanking various Purple Heart recipients seated in the gallery, Aldersperson Balcer also commended and acknowledged the presence of retired Illinois Air National Guard Lieutenant Colonel Eldridge Johnson, Jr., the first African American pilot in the Illinois National Guard and the originator of the Purple Heart City designation, and Thomas Lozada, a Korean War Era veteran. Aldersperson Balcer then expressed his appreciation to Mayor Johnson for the recent rehabilitation of the Vietnam Veterans memorial and to Kevin Barszcz, Director of the Mayor's Office of Veterans Affairs, for his ongoing support of veterans' issues. Noting that Chicago proudly joins over 900 Purple Heart cities currently in the United States, Aldersperson Balcer solemnly spoke of the Purple Heart medal originally created by General George Washington and our nation's oldest active military award given to members of the U.S. Armed Forces who have been wounded, killed, or died while serving. Reflecting on his own military service in Vietnam at the age of 18 and a recipient himself of three Purple Hearts, Aldersperson Balcer shared the somber statistic that 33,103 18-year-olds and 8,293 19-year-olds were killed in Vietnam with over 300,000 Purple Hearts being awarded. Aldersperson Balcer then recalled the common frustration among young people at that time that "you could fight for the country, you could die for the country, but you couldn't vote". Grappling with this reality and imbued with a newfound understanding of the significance of voting, Aldersperson Balcer recalled his delight when on July 1, 1971, the eligibility to vote was given to 18- and 19-year-olds and the feeling shared by himself and others of this important and fundamental right of American citizens to participate in the electoral process and their government. Aldersperson Balcer again thanked Mayor Johnson and the members of the City Council for their kind words of support and conveyed his appreciation to join in this momentous occasion of Chicago's designation as a Purple Heart City.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, reflected on the tragic hate crime shooting of a Jewish man walking to a synagogue in West Rogers Park and reaffirmed his support for the Jewish community. Condemning anti-Semitism and all forms of hate crimes, Mayor Johnson spoke out against acts of violence and bigotry and declared his commitment to ensuring that such actions will not be tolerated, and that justice will be enforced

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO HEART OF UPTOWN APARTMENTS LLC AND POAH TIF LLC FOR THE HEART OF UPTOWN APARTMENTS REHABILITATION PROJECT AT 4431 -- 4441 N. CLIFTON AVE., 927 W. WILSON AVE., 900 -- 902 W. WINDSOR AVE., 847 -- 849 W. SUNNYSIDE AVE. AND 4130 N. KENMORE AVE.

[O2024-0013080]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution of a redevelopment agreement and issuance of Tax Increment Financing (TIF) funds to Heart of Uptown Apartments LLC and POAH TIF LLC for The Heart of Uptown Apartments rehabilitation project at 4431 -- 4441 North Clifton Avenue, 927 West Wilson Avenue, 900 -- 902 West Windsor Avenue, 847 -- 849 West Sunnyside Avenue and 4130 North Kenmore Avenue in the 46th Ward (O2024-0013080), in an amount not to exceed \$15,000,000 in TIF funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low-and-moderate income; and

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

WHEREAS, Heart of Uptown Apartments LLC, an Illinois limited liability company (the "Owner"), and POAH TIF LLC, an Illinois limited liability company ("POAH", and collectively with Owner, the "Developer"), have submitted a proposal to the Department of Housing ("DOH") to redevelop certain real property located at 4431 -- 4441 North Clifton Avenue, 927 West Wilson Avenue, 900 -- 902 West Windsor Avenue and 847 -- 849 West Sunnyside Avenue, Chicago, Illinois (all four properties, collectively, the "TIF Area Properties") and 4130 North Kenmore Avenue, Chicago, Illinois (the "Outside of TIF Property") and legally described in Exhibit B (collectively, the "Property"). The project will include the redevelopment of approximately 103 residential units, of which 103 units (100 percent) (the "Affordable Units") will be rental units affordable to moderate- to low-income families (the "Project"); and

WHEREAS Pursuant to an ordinance adopted by the City Council of Chicago (the "City Council") on June 27, 2001, and published at pages 62341 through 62431 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project, as amended (the "Plan") for the Wilson Yard Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62432 through 62441 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62442 through 62451 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Project Costs (as defined in the Act) incurred pursuant to the Plan (as amended from time to time, the "TIF Ordinance"); and

WHEREAS, The Plan, the Area and the TIF Ordinance were amended by ordinances adopted by the City Council on November 18, 2009 and February 10, 2010; and

WHEREAS, The TIF Area Properties are located within the Area and the Outside of TIF Property is not located within the Area; and

WHEREAS, The Project is consistent with the goals and objectives of the Redevelopment Plan and necessary for the redevelopment of the Area; and

WHEREAS, Developer will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, with the Project to be financed in part by a grant (the "TIF Grant") of certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act (the "Incremental Taxes"); and

WHEREAS, The City has funds that the City programmed for its Multi-Family Loan Program (the "Multi-Program Funds") whereby acquisition and rehabilitation loans were made available to owners of rental properties, and the Multi-Program Funds are administered by DOH; and

WHEREAS, The City Council, pursuant to an ordinance (the "Loan A Ordinance") enacted on December 13, 2006, authorized DOH to provide Multi-Program Funds in the amount of \$1,137,197 (the "Loan A") to pay a portion of the costs of acquiring and rehabilitating certain of the buildings that comprise the Property to develop 77 housing units as an affordable multi-family housing development; and

WHEREAS, Community Housing Partners XI L.P., an Illinois limited partnership, of which its managing general partner is POAH Uptown LLC, an Illinois limited liability company, and its limited partner is Preservation of Affordable Housing LLC, a Massachusetts limited liability company (both of which are affiliates of POAH) (the "Loan A Borrower"), is the borrower of Loan A; and

WHEREAS, Pursuant to the Loan A Ordinance, the City made the Loan A in the principal amount of \$1,137,197 to the Loan A Borrower on March 1, 2007, which Loan A is secured

by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated March 1, 2007 (the "Loan A Mortgage") and recorded on March 14, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document Number 0707341060, made by the Loan A Borrower in favor of the City, and by that certain Assignment of Rents and Leases dated March 1, 2007 (the "Loan A Assignment") and recorded on March 14, 2007 in the Recorder's Office as Document Number 0707341061; and

WHEREAS, The City Council, pursuant to an ordinance (the "Loan B Ordinance") enacted on May 14, 2008, authorized DOH to provide Multi-Program Funds in the amount of \$1,736,845 (the "Loan B") to pay a portion of the costs of acquiring and rehabilitating certain of the buildings that comprise the Property to develop 26 housing units as an affordable multi-family housing development; and

WHEREAS, Community Housing Partners XII L.P., an Illinois limited partnership, of which its managing general partner is POAH Sunnyside Kenmore LLC, an Illinois limited liability company, and its limited partner is Preservation of Affordable Housing LLC, a Massachusetts limited liability company (both of which are affiliates of POAH) (the "Loan B Borrower"), is the borrower of Loan B; and

WHEREAS, Pursuant to the Loan B Ordinance, the City made the Loan B in the principal amount of \$1,736,845 to the Loan B Borrower on July 31, 2008, which Loan B is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated July 31, 2008 (the "Loan B Mortgage") and recorded on August 5, 2008 in the Recorder's Office as Document Number 0821841049, made by the Loan B Borrower in favor of the City, and by that certain Assignment of Rents and Leases dated July 31, 2008 (the "Loan B Assignment") and recorded on August 5, 2008 in the Recorder's Office as Document Number 0821841050; and

WHEREAS, The Loan A Borrower and the Loan B Borrower have met with certain financial difficulties and the Loan A Borrower and the Loan B Borrower have both requested that DOH consent to the sale and assignment (the "Assignment") of the ownership interests that both the Loan A Borrower and the Loan B Borrower have in the Property to the Owner; and

WHEREAS, Neither Loan A nor Loan B is in default; and

WHEREAS, The Owner is interested in accepting both Loan A and Loan B (the "Assigned Loans") as part of the Assignment (the "Restructuring") in a manner which: (1) will not alter the outstanding principal amounts of the Assigned Loans; (2) will alter the interest rate on the principal balances of the Assigned Loans; (3) will alter the maturity date of the Assigned Loans; (4) will alter the repayment terms of the Assigned Loans; and (5) will subordinate the Loan A Mortgage, the Loan A Assignment, the Loan B Mortgage and the Loan B Assignment to the Redevelopment Agreement, the extended use agreement associated with the LIHTC Equity, the Senior Construction Loan and the Senior Permanent Loan (all phrases as defined below) (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 Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. Upon the approval and availability of the Additional Financing as shown on Exhibit A hereto, the Commissioner of the Department of Planning and Development ("DPD") or a designee or successor thereof (the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's corporation counsel (the "Corporation Counsel") as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in connection with payment of the Redevelopment Project Costs arising from the TIF Area Properties with the tax increment financing ("TIF") funds, substantially in the form attached hereto as Exhibit C 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, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this Ordinance.

SECTION 4. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to \$15,000,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account"), to the Developer to finance a portion of costs of the TIF Area Properties included within the Project and eligible under the Act. The proceeds of the City Funds are hereby appropriated for the purposes set forth in, this Section 4.

SECTION 5. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 6. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 7. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code").

SECTION 8. The Assignment and the Restructuring are hereby approved as described above. The Commissioner of Housing (the "Housing Commissioner") or a designee of the Housing Commissioner (collectively, an "Authorized DOH Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Assignment and the Restructuring which do not substantially modify the Material Terms as described herein. The Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Assignment and the Restructuring. The Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with any future restructuring of the Project, which do not substantially modify the Material Terms.

SECTION 9. 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, 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 10. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 11. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Additional Financing Terms.

Developer: Heart of Uptown Apartments LLC, an Illinois limited liability company and POAH TIF LLC, an Illinois limited liability company.

Project: Acquisition and redevelopment of 112,794 square feet of the existing buildings located at 4431 -- 4441 North Clifton Avenue, 927 West Wilson Avenue, 900 -- 902 West Windsor Avenue, 847 -- 849 West Sunnyside Avenue and 4130 North Kenmore Avenue, Chicago, Illinois, known as The Heart of Uptown Apartments, to contain approximately 103 residential units, of which 103 units (100 percent) will be affordable to moderate- to low-income families.

Grant: **Source:** Tax Increment Financing.
Amount: Not to exceed \$15,000,000.

Additional Financing:

1. **Senior Construction Loan:**

Amount: Approximately \$30,000,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Fifth Third Bank, National Association.

2. **Senior Permanent Loan:**

Amount: Upon conversion from the construction loan, approximately \$6,080,000 or such other amount acceptable to the Authorized DOH Officer.

Source: R4 Capital Funding and its bondholder(s).

3. **Tax Exempt Bonds:**

Proceeds: Approximately \$30,000,000.

Source: Illinois Housing Development Agency (IHDA).

4. **LIHTC Equity:**

Amount: Approximately \$20,000,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Boston Financial and its affiliates.

5. IHDA Loan:

Amount: Approximately \$1,800,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Illinois Housing Development Agency (IHDA) pursuant to a note and mortgage subordinate to the Senior Construction Loan and, upon conversion to permanent phase, the Senior Permanent Loan.

6. Assigned Loans:

Amount: Approximately \$3,100,000 in the aggregate or such other amount acceptable to the Authorized DOH Officer.

Source: City; to be subordinated to the Senior Construction Loan, the IHDA Loan and, upon conversion to permanent phase, the Senior Permanent Loan.

7. TIF Grant and Loan:

Amount: \$15,000,000 or such other amount acceptable to the Authorized DOH Officer.

Source: TIF Grant to be disbursed to POAH and loaned by POAH to Owner pursuant to a note and mortgage subordinate to the Senior Construction Loan, the Assigned Loans, the IHDA Loan, and, upon conversion to permanent phase, the Senior Permanent Loan.

8. Seller Loan:

Amount: Approximately \$7,500,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Loan A Borrower, Loan B Borrower, and/or another source acceptable to the Authorized DOH Officer pursuant to one or more note(s) and mortgage(s) subordinate to the Senior Construction Loan, the Assigned Loans, the IHDA Loan, the TIF Loan, and, upon conversion to permanent phase, the Senior Permanent Loan.

9. Existing Reserves:

Amount: Approximately \$500,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Loan A Borrower, Loan B Borrower, and/or another source acceptable to the Authorized DOH Officer in the form of: (i) one or more note(s) and mortgage(s) subordinate to the Senior Construction Loan, the Assigned Loans, the IHDA Loan, the TIF Loan, the Seller Loan, and, upon conversion to permanent phase, the Senior Permanent Loan; (ii) a capital contribution from the manager-member of the Owner; or (iii) acquired by the Owner.

10. Deferred Developer Fee:

Amount: Approximately \$1,500,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Developer.

11. ITC Equity:

Amount: \$150,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Boston Financial and its affiliates.

Exhibit "B".
(To Ordinance)

Legal Description.

[Subject To Survey And Title Insurance]

Parcel 1:

Lots 13 and 14 in the subdivision of Lots 266 to 273, both inclusive, and Lots 1 to 4 in the subdivision of Lots 274 and 275 and vacated street between said Lots, and Lots 276 to 283, inclusive, of William Deering Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4431 North Clifton Avenue
Chicago, Illinois 60640.

Property Index Number ("PIN"):

14-17-217-012-0000.

Parcel 2:

Lot 4 in Pruitt and Moore's Resubdivision of Lot 3 (except west 70 feet) in Rufus C. Hall's Subdivision together with Lot 5 (except the west 30 feet) in H.J. Wallingford's Subdivision of 15 rods south and adjoining the north 95 rods in the east half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

900 West Windsor Avenue
Chicago, Illinois 60640.

Property Index Number ("PIN"):

14-17-220-017-0000.

Parcel 3:

The east 50 feet of the west 150 feet of Lot 2 in Rufus C. Hall's Subdivision of the 15 rods south of and adjoining the north 80 rods of the east half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

927 West Wilson Avenue
Chicago, Illinois 60640.

Property Index Number ("PIN"):

14-17-220-005-0000.

Parcel 4:

The east 125 feet of Lot 35 in the subdivision of Block 6 of Buena Park and the west 205 feet of Lots 18 and 21 of Inglehart's Subdivision of the west half of the southeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4130 North Kenmore Avenue
Chicago, Illinois 60613.

Property Index Number ("PIN"):

14-17-401-028-0000.

Parcel 5:

The east 40 feet of Lot 35 in A. T. Gait's Sheridan Road Subdivision of the east half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

847 -- 849 West Sunnyside Avenue
Chicago, Illinois 60640.

Property Index Number ("PIN"):

14-17-227-002-0000.

Exhibit "C".
(To Ordinance)

Heart Of Uptown Redevelopment Agreement.

This agreement was prepared by and
after recording return to:
Tenniecia Williams, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

This Heart of Uptown Redevelopment Agreement (this "Agreement") is made as of this ___ day of ___, 20___, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Heart of Uptown Apartments LLC, an Illinois limited liability company (the "Owner"), and POAH TIF LLC, an Illinois limited liability company ("POAH", and collectively with the Owner, the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Wilson Yard redevelopment project area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on June 27, 2001 and subsequently amended on November 18, 2009 and February 10, 2010 and published in the Journal of the Proceedings of the City Council for such date.

D. The Project: Developer owns or intends to purchase certain property located within: the Redevelopment Area at 4431-4441 North Clifton, 927 West Wilson, 900-902 West Windsor, 847-849 West Sunnyside, Chicago, Illinois 60640 (all four properties, collectively, the "TIF Area Properties") and 4130 North Kenmore, Chicago, Illinois 60613 (the "Outside of TIF Property") and legally described on Exhibit A (collectively, the "Property"), and, within the time frames set forth in Section 3.01, shall start and complete rehabilitation of all five multi-family residential buildings, containing approximately 112,794 square feet. (the "Facility") thereon. The "Project" means the Facility and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

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

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define, or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Legal Description of the Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Requisition Form
4. Financing	D Prior Expenditures
5. Conditions Precedent	(An asterisk (*) indicates which exhibits are to be recorded.)
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	
8. Covenants/Representations/Warranties of Developer	
9. Covenants/Representations/Warranties of the City	
10. Developer's Employment Obligations	
11. Environmental Matters	
12. Insurance	
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
18. Miscellaneous	

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

“Act” is defined in the Recitals.

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

“Annual Compliance Report” means a signed report from Developer to the City (a) itemizing each of Developer’s obligations under this Agreement during the preceding calendar year, (b) certifying Developer’s compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Jobs Covenant; Operating Covenant (Section 8.06); (2) delivery of Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (6) compliance with the Affordable Housing

Covenant (Section 8.26); and (7) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2023 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"Available Project Funds" means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement.

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

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" is defined in Section 8.01(I).

"City Council" is defined in the Recitals.

"City Funds" is defined in Section 4.03(b).

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

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

"Construction Lender" means Fifth Third Bank, National Association, a national banking association.

"Construction Lender Mortgage" means that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by the Owner in favor of the Construction Lender to encumber the Project relating to a [\$27,000,000] construction loan from Construction Lender to Owner.

"Corporation Counsel" means the City's Department of Law.

"CSIR/ROR" shall mean the Comprehensive Site Investigation Report and Remediation Objectives Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"Davis-Bacon Act" means the Davis-Bacon Act (40 U.S.C. Section 3141 *et seq.*).

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

"Employer(s)" is defined in Section 10.

"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.

"Equity" means Developer's funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Facility" is defined in the Recitals.

"Final Comprehensive Residential NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final Comprehensive Residential NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

"Financial Statements" means complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

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

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

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

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

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

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Investor" means, collectively, BF Heart of Uptown, LLC, its successors and assigns, in its capacity as investor member of Owner, and BFIM Special Limited Partner, Inc., its successors and assigns, in its capacity as special member of Owner.

"Lender Financing" means funds borrowed by Developer from lenders (including IHDA, Construction Lender and Permanent Lender) and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

"Letter of Credit" shall mean an irrevocable, direct pay letter of credit naming the City as the sole beneficiary in the amount of \$1,500,000, delivered to the City pursuant to Section 4.03(c) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute letter of credit delivered to the City, in form and substance satisfactory to the City in its sole and absolute discretion, and any extensions thereof. The City shall approve the form of Letter of Credit prior to the Closing Date.

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs), and shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) costs imposed under any Environmental Law enacted after Closing.

"MBE(s)" means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

"Municipal Code" means the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" is defined in Article 16.

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

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, uréa, 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.

"Permanent Lender" means Zions Bancorporation, National Association, and its successors and assigns, as trustee under that certain Indenture of Trust by and between Illinois Housing Development Authority and Permanent Lender, relating to [\$29,700,000] Illinois Housing Development Authority Multifamily Housing Revenue Bonds (Heart of Uptown Apartments), Series 2024, as amended from time to time.

"Permanent Lender Mortgage" shall mean that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be executed by the Owner in favor of the Illinois Housing Development Authority and assigned to Permanent Lender to encumber the Project delivered on the "Conversion Date" described in that certain Indenture of Trust by and between Illinois Housing Development Authority and Permanent Lender, relating to [\$29,700,000] Illinois Housing Development Authority Multifamily Housing Revenue Bonds (Heart of Uptown Apartments), Series 2024.

"Permitted Liens" means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement, or otherwise approved by the City, and securing the Lender Financing, including but not limited to the Construction Lender Mortgage, (ii) upon construction completion and conversion, the Permanent Lender Mortgage, (iii) leases of portions of the Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iv) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

"Phase I ESA" shall mean a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-21 (as most recently updated at the time of assessment).

"Phase II ESA" shall mean a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

"Plans and Specifications" means construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditures" is defined in Section 4.05(a).

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a RAP.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form to be provided by the City, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project, as may be amended and updated by Change Order in accordance with this Agreement.

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the CSIR/ROR, the RAP, and the RACR and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"TACO" shall mean the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the date that is thirty (30) years following the date of issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

"TIF District Administration Fee" means the fee described in Section 4.05(b).

"TIF Expiration Date" shall have the meaning set forth in Section 3.01 hereof.

"TIF Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" means those improvements of the Project (not including the Outside of TIF Property) which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

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

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, endeavor to complete rehabilitation of all TIF-Funded Improvements no later than December 31, 2025. Developer acknowledges that the TIF Area expires on December 31, 2025 (the "TIF Expiration Date"). Developer further acknowledges and agrees that, unless the TIF Expiration Date is extended, no TIF-Funded Improvements that are incurred by Developer after the TIF Expiration Date will be reimbursed with City Funds. **If TIF-Funded improvements incurred by Developer by the TIF Expiration Date do not equal or exceed \$15,000,000, the total amount of City Funds payable to Developer (which payments may occur after the TIF Expiration Date, in 2026) shall be reduced accordingly and Developer shall forfeit any claim on that reduction.**

3.02 Scope Drawings and Plans and Specifications. If requested by DPD, Developer shall submit to DPD the Scope Drawings and Plans and Specifications, and DPD reserves the right to review and approve these documents. If requested by DPD, Developer shall submit to DPD subsequent proposed changes to the Scope Drawings or Plans and Specifications as a Change Order pursuant to Section 3.04. The Scope Drawings and Plans and Specifications shall always conform to the Redevelopment Plan and all applicable federal, state, and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$[55,992,705]. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.01, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval to the extent required pursuant to Section 3.04.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith before Developer receives DPD's written approval (to the extent City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has agreed to provide under this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but within 10 business days after executing such a Change Order, Developer shall notify DPD in writing of such Change Order and the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

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

3.07 Progress Reports and Survey Updates. If requested by DPD, Developer shall provide DPD with written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change

Order, requiring DPD's written approval pursuant to Section 3.04). Written progress reports must be submitted to DPD electronically to the website and/or email specified by the City. Developer shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) shall be selected by a lender providing Lender Financing to act as the inspecting agent or architect, at Developer's expense, for the Project, and DPD reserves the right to evaluate and approve the inspecting agent or architect. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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

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

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

[Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$19,817,016
Lender Financing	\$38,110,884

(including from Construction Lender and Permanent Lender)	
Bond Reinvestment Income	\$1,980,000
City Funds (subject to <u>Section 4.03</u>)	\$15,000,000
Estimated Total	\$ _____]

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. Improvements to the Outside of TIF Property do not qualify as TIF-Funded Improvements.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$15,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$15,000,000 or 26.8% of the actual total Project costs, with such maximum amount subject to the TIF District Administration Fee; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

- (i) The amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and
- (ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$15,000,000 is contingent upon the fulfillment of the conditions

set forth in parts (i) and (ii) above. If such conditions are not fulfilled, the amount of Equity and/or Lender Financing to be contributed and/or obtained by Developer pursuant to Section 4.01 shall increase proportionately.

The City and Developer acknowledge that some portion of the City Funds will be applied by Developer to the partial re-payment of the Lender Financing provided by the Construction Lender, provided that the use of that Lender Financing was for TIF-Funded Improvements. The City and Developer also acknowledge that the City Funds may be used to collateralize the tax-exempt bond loan provided by the Illinois Housing Development Authority ("IHDA") in the amount of \$27,650,000 (the "Bond Loan"), provided that the use of that Bond Loan was for TIF-Funded Improvements.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in not to exceed four payments as follows:

(i) \$4,500,000 upon the completion of 30% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) \$4,500,000 upon the completion of 60% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(iii) \$4,500,000 upon the completion of 90% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) \$1,500,000 upon issuance of the Certificate by DPD.

4.04 Requisition Form. On achieving each construction milestone set forth above, the Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. Developer will file all three Requisition Forms not later than November 15, 2025. Developer must make its written request to DPD for the Certificate not later than November 15, 2025.

Not later than the date of filing of the third Requisition Form, the Developer shall provide DPD with the Letter of Credit.

DPD shall endeavor to disburse the City Funds requisitioned no later than the Developer's next construction draw in accordance with the Escrow Agreement. On each [December 1] (or such other date as the parties may agree), beginning after the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer is required to

demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute or obtain under Section 4.01. Prior Expenditures, if applicable, shall be listed on Exhibit D.

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds before any City Funds are paid under this Agreement.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 per line item or \$100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened in writing against the Property except for the Permitted Liens, or such liens have been bonded over by the Owner or insured by the Title Company;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred and remains uncured; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, defer the developer fee or other amounts due the Developer, or deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

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

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

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer has delivered to DPD a copy of the Escrow Agreement. Any liens against the Property existing at the Closing Date, other than the Permitted Liens, have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office. The City agrees that the Owner may collaterally (but not fully) assign its interests in this Agreement to any of its lenders whose loan proceeds are paying for TIF-Funded Improvements if any such lenders require such a collateral assignment.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Owner as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, and survey. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Clerk's Office	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court, Northern District - Illinois	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

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

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

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

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its most recent fiscal year and audited or unaudited interim financial statements.

5.12 [Intentionally Omitted].

5.13 Environmental. Developer has provided DPD with copies of those certain Phase I Environmental Site Assessments completed with respect to the Property and any Phase II Environmental Site Assessments with respect to the Property required by the City. Developer has provided the Department of Fleet and Facility Management ("2FM") with copies of additional lead-based paint risk assessments and asbestos building inspection reports as part of the environmental compliance certification performed by 2FM as the Responsible Entity under 24 CFR § 58 for federal grant recipients of United States Department of Housing and Urban Development ("HUD") funding for the Project. Developer has provided the City with a letter from the environmental engineer(s) who completed such assessments(s), authorizing the City to rely on such assessments.

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

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate,

including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15. Letter of Credit. Developer has provided a form of Letter of Credit.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) Except as set forth in Section 6.01(b) below, before entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval. Developer 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 (the "Competitive Bid Process").

(b) Developer must comply with the Competitive Bid Process as set forth in Section 6.01(a) unless Developer receives a waiver from the Commissioner of DPD excepting the Developer from the Competitive Bid Process after the Commissioner of DPD personally certifies that proceeding with the Project without a Competitive Bid Process is in the best interest of the City (the "Competitive Bid Process Waiver"). Any Competitive Bid Process Waiver obtained by the Developer shall be included as an exhibit to this Agreement. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply.

(c) Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD, if requested by DPD in accordance with Section 3.02, and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. The Developer Parties shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments, or supplements thereto.

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

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring, and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy, such obligations shall not result in an Event of Default or require payment as remedy so long as such Section 10 obligations are satisfied on an aggregate basis by the Developer, General Contractor, and subcontractors for the Project.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION.

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

Developer acknowledges and understands that, if the Certificate is not issued to Developer by the close of business on September 30, 2026 or, if that date is not a business day, then on the next business day to occur, then the City may claim or draw on the Letter of Credit. The City may, without limitation, extend this deadline for delays connected to City construction completion approvals (as determined by the City in its sole discretion), or other City-caused delays, including but not limited to City infrastructure projects that prevent issuance of certificate of occupancy, so long as the Developer is able to demonstrate to the City's satisfaction that any delay is caused by the City and not the Developer's own actions, timeliness or lack thereof, evidenced by the timely submission of permit applications, changes and corrections, payout documentation and, or any response for corrective actions or supportive documentation.

The Letter of Credit shall be released only if a Certificate is issued to Developer without the City having claimed or drawn on the Letter of Credit. Upon issuance of the Certificate, the City shall within 5 business days thereafter return the original Letter of Credit to the issuing bank along with any other required documentation needed for the release or cancellation thereof.

Any draw on the Letter of Credit will be in addition to and not in lieu of any other remedies available to the City as referenced in this Agreement.

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

- (a) Evidence acceptable to DPD that the Total Project Cost equals or exceeds \$[55,992,705]; as described in Section 4.03(b), the City Funds will be reduced on a dollar-for-dollar basis if the Total Project Cost is less than this amount; and
- (b) Evidence that Developer has incurred TIF-eligible expenses (for the TIF Area Properties only) in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$15,000,000); and
- (c) Receipt of a certificate of occupancy for the Project or other evidence acceptable to DPD that Developer has complied with building permit requirements for the Project; and
- (d) The Project is occupied and open for business, as demonstrated by executed leases; and
- (e) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- (f) Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy; and
- (g) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and

conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs Covenant; Operating Covenant), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.26 (Affordable Housing Covenant), Section 11.02 (Environmental Release and Indemnification), and Section 14.02 (Inspection Rights) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to place a lien on the Project in the amount of City Funds paid and/or to seek reimbursement of the City Funds from Developer.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

(a) Each Developer entity is a limited liability company duly incorporated or organized, validly existing, qualified to do business in its state of incorporation or organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Owner shall acquire and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens throughout the Term of the Agreement (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15);

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

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

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

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

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present Developer's assets, liabilities,

results of operations and financial condition, and there has been no material adverse change in Developer's assets, liabilities, results of operations or financial condition since the date of Developer's most recent Financial Statements;

(j) during the Term of the Agreement, Developer shall not do any of the following without the prior written consent of DPD (except as otherwise permitted by this Agreement): (1) sale of controlling or managing interest in the Developer, be a party to any merger, liquidation or consolidation; (2) except for Permitted Liens, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) 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, except as required to obtain the Equity and Lender Financing; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

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

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any

constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer, or its managers or members, has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment) of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

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

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

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the

Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Covenant; Operating Covenant. Developer will aspire to retain not less than 3 FTE permanent jobs. Developer agrees to report the number of jobs annually, whether FTE or otherwise. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the aspired number of jobs shall not constitute an Event of Default under this Agreement.

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

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

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

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement.

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

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

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

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

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

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

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement to be recorded and filed, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Developer'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 before the 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.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, then Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer under this Agreement. Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for any real estate tax incentive established under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, with respect to the TIF Area Properties.

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Developer will be required to provide the Annual Compliance Report annually on the anniversary of the issuance of the Certificate throughout the first 10 years of the Term of the Agreement. Failure by the Developer to submit the Annual Compliance Report within 60 days of each anniversary will be considered an Event of Default.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such

bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

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

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section 7 when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.25 [intentionally omitted]

8.26 Affordable Housing Covenant. The Owner agrees and covenants to the City that it will provide 100% of the 103 residential units to low-income families through the Term of the Agreement.

The Units will consist of the following units:

Unit Type	30% AMI	50% AMI	Under 80% AMI	Total
Studio	1	0	9	10
1 bed	4	2	18	25
2 bed	12	17	23	52
3 bed	2	6	8	16
Total	20	25	58	103

The following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

- (a) The Project shall be operated and maintained solely as residential rental housing;
- (b) Twenty (20) residential rental units, including one (1) studio units, five (5) one-bedroom units, twelve (12) two-bedroom units and two (2) three-bedroom units, shall be affordable to 30% AMI Households (as defined below);
- (c) Twenty-five (25) residential rental units, including two (2) one-bedroom units, seventeen (17) two-bedroom units and six (6) three-bedroom units, shall be affordable to 50% AMI Households (as defined below);
- (d) Fifty-eight (58) residential rental units, including nine (9) studio units, eighteen (18) one-bedroom units, twenty-three (23) two-bedroom units and eight (8) three-bedroom units, shall be affordable to 80% AMI Households (as defined below);
- (e) As used in this Section 8.26, the following terms have the following meanings:

- i) "Household" shall mean one or more individuals, whether or not related by blood or marriage.
 - ii) "30% AMI Households" shall mean Households whose annual income does not exceed thirty percent (30%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.
 - iii) "50% AMI Households" shall mean Households whose annual income does not exceed fifty percent (50%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.
 - iv) "80% AMI Households" shall mean Households whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.
- (f) The covenants set forth in this Section 8.26 shall run with the land and be binding upon any transferee. Notwithstanding the foregoing, the City acknowledges that the Owner is providing 100% of the 103 residential units to low-income families through the Term of the Agreement subject to Section 42(g)(1)(C) of the Internal Revenue Code (the "Average Income Test") and may need to designate different imputed income limitations to the units than set forth above to comply with the requirements of the Equity on an annual basis and allow low-income families to remain in their units. Upon the written request of the Owner, the City may allow changes in the unit types to income limitations initially set forth in this Section 8.26, provided that 100% of the 103 residential units remain affordable housing for low-income families (80% AMI Households) and such changes are to maintain compliance with the Average Income Test. Changes to the unit mix pursuant to the foregoing sentence may be permitted following, among other instances, any loss of project-based rental assistance, after which the imputed income limitations of the units and the applicable rental restrictions may be increased to the maximums permitted for 80% AMI Households while remaining in compliance with the Average Income Test.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and

acceptance hereof by the parties to this Agreement and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the

provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five (5) business days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this

subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

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

11.02. Release and Indemnification. The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer or any of the Developer's Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical

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

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

11.03. Release Runs with the Property. The covenant of release in Section 11.02 above shall run with the Property and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Redevelopment Agreement, and that, but for such release, the City would not have agreed to provide financial support to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer

Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 11.02 contains a full, complete and final release of all such claims, except as provided in such section with respect to the City's gross negligence or willful misconduct following the Closing Date. This Section 11.02 shall survive the Closing Date or any termination of this RDA (regardless of the reason for such termination).

11.04. Hazardous Building Material Survey. Developer will conduct a Hazardous Building Material Survey of the Site prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property. The Hazardous Building Material Survey shall include (but is not limited to):

- asbestos and lead-based paint surveys,
- testing and visually inspecting and, as necessary, testing the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids),
- mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges),
- radioactive material-containing equipment and/or waste,
- medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes),
- refrigerants such as chlorofluorocarbons (CFCs),
- large appliances or equipment,
- mold,
- or any other materials that may require special handling or disposal during or after renovation, demolition, or abatement work.

The Hazardous Building Material Survey must discuss each of the Hazardous Building Materials listed above and state whether or not they were identified. The Survey must document the type, location, quantity, and condition of each Hazardous Building Material that is identified. The Hazardous Building Material Survey may reference and/or append lead-based paint risk assessments, asbestos building surveys, and/or mold surveys previously performed at the Property, provided that the City is given written reliance as an authorized user of said reports.

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

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. Abatement of lead-based paint hazards or asbestos-containing building materials will conform to the mitigation requirements included within any environmental

compliance certification documentation prepared by the City in its capacity as the Responsible Entity under 24 CFR § 58 for the grantees of any federal funding provided by the United States Department of Housing and Urban Development for the Project. A report documenting the completion of the abatement work shall be submitted to the City prior to approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

11.06. Reliance for Environmental Site Assessments. The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-21 updated within 180 days prior to the execution of the Redevelopment Agreement. The Phase I ESA previously identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The Phase II ESA did not identify the presence of any environmental impacts that may be associated with the RECs identified in the Phase I ESA.

The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property prior to the execution of the Redevelopment Agreement. Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, Illinois Environmental Protection Agency site remediation program submittals, or similar environmental documents relating to the property publicly available, subject to the provisions of Section 8.23, and Developer consents to the City's publication of those documents.

SECTION 12. INSURANCE

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

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an

additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Before the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent before closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 **General Indemnity.** Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

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

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

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

provided, however, that Developer shall have no obligation to an Indemnatee arising from the gross negligence, wanton or willful misconduct of that Indemnatee or that Indemnatee's breach of this Agreement or any other agreement relating thereto. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, Developer shall permit any authorized representative of the City to access to all portions of the Project and the Property during normal business hours for the Term of the Agreement. The covenant in this Section 14.02 shall run with the land.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events during the Term of this Agreement, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer under this Agreement:

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

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

(c) Developer makes or furnishes to the City any written representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt by Developer to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens and those described in Section 8.01(k), or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts,

whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of Developer;

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

(k) a refinance, sale or transfer of the Project or any part thereof before the expiration of the Term of the Agreement (other than the Permanent Lender refinancing the Lender Financing from the Construction Lender), except with respect to transfers of the Property to a mortgagee under an Existing Mortgage or Permitted Mortgage, a majority of the ownership interests of Developer are sold or transferred without the prior written consent of the City except with respect to (i) the sale, assignment, pledge or transfer of Investor interests in Owner pursuant to the terms of Owner's operating agreement and (ii) the removal of Owner's managing member for cause and replacement therewith with an affiliate of Investor pursuant to the terms of Owner's operating agreement (any transfer pursuant to (i) or (ii) being a permitted transfer that shall not result in a default hereunder).;

(l) Developer or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) failure to provide the City with an Annual Compliance Report within sixty (60) days of when it is due, as set forth in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of Developer's membership interests.

15.02 Remedies. Upon the occurrence and during the continuation of an Event of Default, that is not cured during the time period set forth in Section 15.03 below, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid and/or seek reimbursement from Developer of any City Funds paid, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement.

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

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

For an Event of Default caused by failing to provide the City with an Annual Compliance Report, in addition to any other remedy the City may choose to pursue, Developer shall be required to pay to City \$10,000, as liquidated damages, for each such Event of Default.

Notwithstanding any of the foregoing to the contrary, it is acknowledged and agreed that:

- (a) Any lien placed on the Project pursuant to the foregoing shall be subordinate to the Permanent Lender Mortgage; and
- (b) Without the prior written consent of the Permanent Lender, the City may not (i) commence any action to foreclose such a lien against the Project, (ii) accept a deed or assignment in lieu of foreclosure of such a lien against the Project, (iii) seek or obtain a receiver for the Project or any part or portion thereof; (iv) take possession or control of the Project, or collect or accept any rents from the Project, (v) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Project; (vi) initiate or join any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency, liquidation or similar proceedings with respect to the Developer, or (vii) take any other enforcement action against the Developer or against the Project or any part or portion thereof, except for an enforcement action to seek specific performance of the affordability covenants described in Section 8.26 hereof.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision

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

15.04 Right to Cure by Lenders and Investor. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement and all related agreements or the cancellation, suspension, reimbursement or reduction of City Funds disbursed hereunder, any Lender providing Lender Financing or the Investor shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(i) if the Event of Default is a monetary default, Lender or Investor may cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (b) receipt by the Lender or the Investor, as applicable, of such notice from the City; and

(ii) if the Event of Default is of a non-monetary nature, Lender or Investor shall have the right to cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (b) receipt of such notice from the City; provided however, that if such non-monetary default is not capable of being cured by the Lenders or the Investor within such 30-day period, such period shall be extended for such period of time as may be necessary, in the City's sole discretion, to cure such default, provided that the party seeking such cure 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 and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." For the avoidance of doubt, the Permanent Lender Mortgage is a Permitted Mortgage.

The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) If any mortgagee or other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible (including, without limitation, with respect to the reimbursement of City Funds paid). However, if such party does not expressly accept an assignment of Developer's interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land; provided, however, that, such party shall have no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party acquired the Property by foreclosure or deed in lieu of foreclosure, in which case Developer shall be solely responsible (including, without limitation, with respect to the reimbursement of City Funds paid).

(c) Before the City issues a Certificate under Section 7, Developer shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

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

<p>If to the City:</p> <p>City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner</p>	<p>If to Developer:</p> <p>Heart of Uptown Apartments LLC c/o Heart of Uptown Apartments MM LLC 2 Oliver Street, Suite 500 Boston, MA 02109 Attn: General Counsel Tele: 617-449-0866 / Fax: 617-261-6661 Email: generalcounsel@poah.org</p>
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<p>With Copies To:</p> <p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p>	<p>With Copies To:</p> <p>Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attn: Diane K. Corbett, Esq. Tele: 312-491-4401 / Fax: 312-491-4411 Email: dcorbett@att-law.com</p> <p>And with copies to Owner's Investor:</p> <p>BF Heart of Uptown, LLC c/o Boston Financial Investment Management, LP 225 Franklin Street, 28th Floor Boston, MA 02110</p> <p>With copies to:</p> <p>Kutak Rock, LLP 1650 Farnam Street Omaha, Nebraska 68102 Attn: Shane Deaver, Esq.</p>
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	<p>And to Permanent Lender:</p> <p>Zions Bancorporation, National Assn. 111 West Washington Street, Suite 1860 Chicago, Illinois 60602</p> <p>With copies to:</p> <p>R4 Servicer, LLC 155 Federal Street, Suite 1400 Boston, Massachusetts 02110 Attention: Greg Doble and Shannon Chase</p> <p>Kutak Rock LLP Two Logan Square 100 North 18th Street, Suite 1920 Philadelphia, Pennsylvania 19103 Attention: Andrew P. Schmutz, Esquire</p>
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Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement except as otherwise set forth herein; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included in this Agreement and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Except as expressly permitted elsewhere in this Agreement, Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, epidemic or pandemic, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

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

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing, or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

OWNER:

HEART OF UPTOWN APARTMENTS LLC,
an Illinois limited liability company

By: HEART OF UPTOWN APARTMENTS MM LLC,
an Illinois limited liability company, its manager

By: PRESERVATION OF AFFORDABLE HOUSING,
INC., an Illinois not-for-profit corporation, its manager

By: _____
Name:
Title:

POAH:

POAH TIF LLC, an Illinois limited liability company,

By: Preservation of Affordable Housing, Inc.,
an Illinois not-for-profit corporation,
its sole member

By: _____
Name: _____
Title: _____

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

By: _____
Ciere Boatright, Commissioner

COMMONWEALTH OF MASSACHUSETTS)
)ss.
 COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned notary public, _____, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as the _____ of Preservation of Affordable Housing, Inc., the manager of Heart of Uptown Apartments MM LLC, the manager of Heart of Uptown Apartments LLC, for its stated purpose as the voluntary act of Heart of Uptown Apartments LLC.

 Notary Public
 My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned notary public, _____, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as the _____ of Preservation of Affordable Housing, Inc., the sole member of POAH TIF LLC, for its stated purpose as the voluntary act of POAH TIF LLC.

 Notary Public
 My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, ____.

Notary Public

My Commission Expires _____

[(Sub)Exhibit "A" referred to in this Heart of Uptown Redevelopment Agreement constitutes Exhibit "B" to ordinance and printed on pages 19268 through 19270 of this *Journal*.]

[(Sub)Exhibit "D" referred to in this Heart of Uptown Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "B" and "C" referred to in this Heart of Uptown Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Heart Of Uptown Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget And TIF-Funded Improvement)⁽¹⁾.

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

Line Item	Amount
Building Cost	\$ 8,880,000
Land Cost	4,120,000
Carrying Costs	630,007
Other Acquisition	373,917
Net Construction Costs	21,127,907
General Conditions	1,267,674
Overhead	422,558
Profit	1,267,674
Furniture, Fixtures and Equipment	300,000
Building Permits	100,000
Other Construction	288,347
Contingency	2,429,709
Architect -- Design	737,026
Architect -- Supervision	491,351

⁽¹⁾ The MBE/WBE budget is an estimate calculated as of the Closing Date. The final percentages will be based on the final hard construction costs of the Project.

Line Item	Amount
Engineering Fees	\$ 137,000
PNA Report	85,000
As-Is Plats and Surveys	60,000
Accountant -- General	80,000
Legal -- Organizational	325,000
Legal -- Syndication	75,000
Consultant -- Historic	50,000
Appraisal	16,000
Market Study	10,000
Phase I Environmental Report	75,000
Title and Recording Fees	100,000
Other Professional Fees	23,000
Tax Credit Issuer Fees	215,631
Application Fees	6,000
Construction Points	207,375
Perm Loan Points	115,000
Lender Legal Fees	141,000
Bond -- Trustee	7,000
Bond -- Bond Counsel	61,500
Bond -- Other	641,250
Construction Interest	2,240,000
Other Lender Fees	1,750,000

Line Item	Amount
Liability Insurance	\$ 211,279
Leasing Personnel	60,000
Other Tenant Relocation	2,250,000
Developer Fee	1,875,000
Deferred Developer Fee	1,500,000
Insurance Reserve	136,819
Property Tax Reserve	69,107
Operating Reserve	460,308
Replacement Reserve	103,000
Other Tenant Services	3,717
 Grand Total Development Costs:	 \$ 55,526,156

MBE/WBE Budget.

Project Hard Costs	\$ 21,127,907
Project Soft Costs (Arch., Eng., Etc.)	\$ 1,365,377
 Project MBE/WBE Total Budgets	 \$ 22,493,284
 Project MBE Total at 26 percent	 \$ 5,848,254
Project WBE Total at 6 percent	\$ 1,349,597

TIF-Funded Improvements.

Category	Project Budget*	Percent TIF Eligible	TIF Eligible Cost
Land Acquisition	\$ 4,120,000	--	\$ --
Public Works or Site Improvements	--	100 percent	--
Building Rehabilitation Costs	21,127,907	85 percent	17,958,721
Environmental Remediation	--	100 percent	--
Eligible Soft Costs (Construction Related)			
Architect -- Design	737,026	85 percent	626,472
Architect -- Supervision	491,351	85 percent	417,648
Engineer	137,000	85 percent	116,450
Soft Interest	2,240,000	--	--
		Total:	\$19,119,291

* With the exception of Land, Project Budget amounts above are based on 103 affordable units

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

POAH TIF LLC,
an Illinois limited liability company

By: Preservation of Affordable
Housing, Inc., an Illinois
not-for-profit corporation,
its sole member

By: _____

Name: _____

Title: _____

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

My commission expires: _____

Agreed and Accepted:

Name

Title: _____

City of Chicago
Department of Planning and Development

ISSUANCE OF TAX-EXEMPT HOUSING REVENUE BONDS FOR LATHROP PRESERVATION PHASE 1C PROJECT.

[O2024-0013059]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the issuance of tax-exempt housing revenue bonds for the benefit of the Lathrop Preservation Phase 1C project in the 32nd Ward (O2024-0013059), in an amount not to exceed \$100,000,000 in Multi-Family Housing Revenue Bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available for persons of low- and moderate-income; and

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

WHEREAS, Lathrop Preservation Phase 1C LP, an Illinois limited partnership (the "Borrower"), the general partner of which is Lathrop Preservation Phase 1C GP LLC, an Illinois limited liability company, has proposed the construction of a mixed-income, rental development, comprising: (1) one newly-constructed elevator building containing approximately 59 dwelling units; (2) the rehabilitation of seven buildings to create approximately 250 dwelling units; and (3) the demolition of three existing buildings, with items (1) -- (3) all generally located in the City at the following addresses: 2740 North Hoyne Avenue (new construction); 2730 -- 2759 North Leavitt Street/2039 -- 2049 West Diversey Parkway (rehabilitation); 2750 -- 2768 North Hoyne Avenue/2029 -- 2035 West Diversey Parkway (rehabilitation); 2633 -- 2667 North Hoyne Avenue (rehabilitation); 2601 -- 2631 North Hoyne Avenue (rehabilitation); 2600 -- 2618 North Hoyne Avenue (rehabilitation); 2628 -- 2662 North Hoyne Avenue (rehabilitation); 2664 -- 2704 North Hoyne Avenue (rehabilitation); 2742 -- 2748 North Hoyne Avenue (demolition); 2706 -- 2740 North Hoyne Avenue (demolition); and 2620 -- 2626 North Hoyne Avenue (demolition) (all of the foregoing shall be known as the "Bond Project");. and

WHEREAS, The development also includes the structural rehabilitation of a powerhouse located at 2567 North Hoyne Avenue to create a space to be built out by a future commercial tenant (i.e., grey box space), which will not be funded with the proceeds of the Bonds, as hereinafter defined, and is not a part of the Bond Project; and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes, or other indebtedness in an amount not to exceed One Hundred Million Dollars (\$100,000,000) (the "Bonds") for the purpose of financing all or a portion of the Bond Project costs, including the Eligible Bond Project Costs (as defined herein); and

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

WHEREAS, It is intended that this ordinance shall constitute a declaration of official intent to reimburse certain eligible expenditures for the Bond Project made prior to the issuance of the Bonds ("Eligible Bond Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend all or a portion of the proceeds thereof ("Bond Proceeds") to the Borrower, or an entity affiliated with or related to the

Borrower, for the purpose of financing all or a portion of the Bond Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Bond Project will not exceed One Hundred Million Dollars (\$100,000,000).

SECTION 3. Certain Eligible Bond Project Costs will be incurred and paid by the Borrower, or an entity affiliated with or related to the Borrower, in connection with the Bond Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such Eligible Bond Project Costs with Bond Proceeds.

SECTION 4. The Eligible Bond Project Costs to be reimbursed with Bond Proceeds will be paid initially from funds of the Borrower, and/or an entity or entities affiliated with or related to the Borrower.

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

SECTION 6. This ordinance constitutes a declaration of official intent of the City with respect to the Bond Project under Section 1.150-2 of the Treasury Regulations.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF TAX INCREMENT
FINANCING ASSISTANCE FUNDS TO REVOLUTION WORKSHOP FOR SPACE
IMPROVEMENTS AT 3410 W. LAKE ST.

[O2024-0013058]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution of a redevelopment agreement with and issuance of Tax Increment Financing (TIF) funds to Revolution Workshop for space improvements at 3410 West Lake Street in

the 28th Ward (O2024-0013058), in an amount not to exceed \$3,714,519 in TIF funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted by the City Council (the "City Council") of the City of Chicago (the "City"), published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date identified on Exhibit A attached hereto, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment allocation financing for the Redevelopment Area (items (i) -- (iii), each as amended from time to time, collectively the "TIF Ordinance"); and

WHEREAS, The Department of Planning and Development ("DPD") desires to make a grant (the "Grant") to the Developer named in Exhibit A (the "Grantee") for the purpose of wholly or partially funding certain costs (the "TIF-Funded Improvements") of the Project described in Exhibit A (the "Project"), in the amount and under the terms and conditions set forth in Exhibit A; and

WHEREAS, A budget for the Project and a description of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Project lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, The Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in part by a Grant consisting of certain incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 24-CDC-20 adopted by the Community Development Commission of the City (the "Commission") on June 11, 2024, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; 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 Grantee is hereby collectively designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

This agreement was prepared by and after recording return to:
Karen Sun, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

REVOLUTION WORKSHOP REDEVELOPMENT AGREEMENT
(Medium Community Development Grant - TIF)

This Revolution Workshop Redevelopment Agreement (this "Agreement") is made as of the Closing 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," the Recitals, or Section 2, as applicable.

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Project Information	Section 10 Indemnification
Signature Page	Section 11 Default and Remedies
Section 1 Recitals	Section 12 Mortgaging of the Project
Section 2 Definitions	Section 13 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 City Grant	Exhibit B Project Budgets (Project, M/WBE, TIF Eligible)
Section 5 Conditions Precedent	Exhibit C Insurance Requirements
Section 6 Completion of Construction or Rehabilitation	Exhibit D Requisition Form
Section 7 Covenants/Representations/Warranties of Developer	Exhibit E Annual Compliance Report
Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable

PROJECT INFORMATION

Term	Definition										
Certificate Deadline	[THE DATE 2 YEARS AFTER THE EXECUTION OF THE CONDITIONAL COMMITMENT LETTER]										
City Grant	\$3,714,519										
Closing Date											
Commencement Date											
Completion Date											
Developer	RW Holdco, LLC, an Illinois limited liability company [or its managing member Revolution Workshop, an Illinois not-for-profit corporation]										
Estimated Project Cost	\$4,952,693										
Funding Sources	<table border="1"> <thead> <tr> <th>Funding Source</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Equity</td> <td>\$238,174</td> </tr> <tr> <td>Lender Financing</td> <td>\$1,000,000</td> </tr> <tr> <td>City Grant (TIF)</td> <td>\$3,714,519</td> </tr> <tr> <td>TOTAL</td> <td>\$4,952,693</td> </tr> </tbody> </table>	Funding Source	Amount	Equity	\$238,174	Lender Financing	\$1,000,000	City Grant (TIF)	\$3,714,519	TOTAL	\$4,952,693
Funding Source	Amount										
Equity	\$238,174										
Lender Financing	\$1,000,000										
City Grant (TIF)	\$3,714,519										
TOTAL	\$4,952,693										
Notice Addresses	<p><u>If to the Developer:</u> RW Holdco, LLC C/O Revolution Workshop 3410 W. Lake Street Chicago, Illinois 60624 <u>Attention:</u> Manuel Rodriguez</p> <p>with a copy to</p> <p>Pro Creative Law, LLC 1 S. Dearborn Street, 20th Floor Chicago, Illinois 60603 <u>Attention:</u> Stephanie S. Green, Esq.</p> <p><u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner with a copy to</p> <p>City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division</p>										
Ordinance Date	[DATE OF ORDINANCE APPROVING THIS AGREEMENT]										

Permitted Liens	[TITLE OF MORTGAGE] in favor of Lake Forest Bank & Trust Company dated as of [DATE OF MORTGAGE] and filed on [FILING DATE] with the Recorder's Office of Cook County as document number [DOCUMENT NUMBER]; and those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements, if any, issued in conjunction therewith on the Closing Date continue to remain in full force and effect
Project	Rehabilitation of Developer's current, 14,704 SF structure, with updated learning spaces, staff offices, Social Enterprise facilities, lobby areas, and MEP systems.
Redevelopment Plan	The redevelopment plan and project for the TIF Area as approved and adopted by the City Council
TIF Area	Chicago/Central Park Redevelopment Project Area
Title Company	Chicago Title Insurance Company
Trade Names	[INSERT TRADE NAMES]

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the Closing Date.

RW HOLDCO, LLC
 an Illinois limited liability company

By: Revolution Workshop
 Its: Managing Member

By: _____
 Manuel Rodriguez, Executive Director

CITY OF CHICAGO

By: _____
 Ciere Boatright, Commissioner
 Department of Planning and Development

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

C. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance authorizing the Commissioner of DPD to enter into this Agreement to fund a portion of the costs of the Project.

D. TIF Area. The Project is located in the TIF Area. Under ordinances (collectively, the "TIF Adoption Ordinances") adopted on May 17, 2000 and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. Items(i)-(iii) were amended by ordinance(s) adopted on December 19, 2011 and July 29, 2015.

E. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 and Section 4.05, Incremental Taxes (as defined below) (the "City Funds") to pay for or reimburse the Developer for the costs of TIF-Funded Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information" or the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

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

"Annual Compliance Report" means a signed report from Developer to the City in substantially the form attached as Exhibit E to this Agreement.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation.

"City Council" is defined in the Recitals.

"City Funds" is defined in the Recitals.

"City Grant" means the grant from the City to the Developer of City Funds, not to exceed the amount specified in the table headed "Project Information."

"Closing Date" means 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.

"Corporation Counsel" means the City's Department of Law.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" means funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in the Funding Sources.

"Escrow" means, if applicable, the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means, if applicable, the Escrow Agreement establishing a construction escrow, to be entered into as of the Closing Date by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), substantially in the form of Exhibit G attached hereto.

"Event of Default" is defined in Section 11.

"Final Project Cost" means the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 6.01.

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers,

and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

"IEPA" means the Illinois Environmental Protection Agency.

"Incremental Taxes" means such ad valorem taxes which, pursuant to the TIF Adoption Ordinances and Section 5/11-74.4-8(b) of the TIF Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay redevelopment project costs and obligations incurred in the payment thereof.

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amounts set forth in the Funding Sources.

"MBE(s)" means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" means the budget attached hereto as Exhibit B.

"MBE/WBE Program" is defined in Exhibit F.

"Municipal Code" is defined in the Recitals.

"NFR Letter" means a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"Occupancy Covenant" is defined in Section 7.05.

"Operations Covenant" is defined in Section 7.04.

"Phase I ESA" shall mean a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-21 (as most recently updated at the time of assessment).

"Phase II ESA" shall mean a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

"Project Budget" means the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.02.

"Property" means the real property described on Exhibit A.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the TIF Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" means the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06.

"Scope Drawings, Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Site Remediation Program" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" means the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the City Grant.

"Term of the Agreement" means the period of time commencing on the Closing Date and ending at the fifth anniversary of the date the Certificate is issued.

"TIF Act" is defined in the Recitals.

"TIF Fund" means the special tax allocation fund created by the City in connection with the TIF Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Adoption Ordinances" is defined in the Recitals.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against

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

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 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 Estimated Project Cost; Project Budget; Funding Sources. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than the Estimated Project Cost. Project costs shall be applied in the manner set forth in the Project Budget. The Developer hereby certifies to the City that (a) the Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Funding Sources are true, correct and complete in all material respects.

3.03 Scope Drawings, Plans and Specifications. Developer has delivered the Scope Drawings, Plans and Specifications to DPD and DPD has approved same. After such Initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.06. The Scope Drawings, Plans and Specifications shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.04 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.02 (Other Governmental Approvals). Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.06 Change Orders. Except as provided below in this Section 3.06, 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 Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than the Project; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Survey Updates. On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

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

SECTION 4. CITY GRANT

4.01 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

4.02 Uses of City Grant. City Grant funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Grant funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a TIF- Funded Improvement.

4.03 Distribution of City Grant.

Escrow Agreement alternative: If the Developer has elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Developer has not elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall pay 100% of the City Grant at the issuance of the Certificate.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City Grant as described in Section 4.03, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Preconditions of Disbursement. Prior to disbursement of the City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.06 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.01, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.07 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. The City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

SECTION 5. 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:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search

Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.06 Environmental. Developer has provided DPD with copies of that certain Phase I Environmental Site Assessment ("Phase I ESA") completed with respect to the Property and any Phase II Environmental Site Assessment ("Phase II ESA") with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audit(s). If applicable based on results of the Phase II ESA, the Developer shall provide the City with a final comprehensive (if applicable) NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof.

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

5.08 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.

5.09 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

5.10 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.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement 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 and pay out, as applicable, (a) the City Grant (if the Developer has not elected to receive the City Grant via an Escrow Agreement), or (b) the final installment of the City Grant (if the Developer has elected to receive the City Grant via an Escrow Agreement), until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred costs of TIF-Funded Improvements in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

6.02 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 7.02, 7.04, and 7.05 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) 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 under Section 7.01(i).

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

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

6.05 Failure to Obtain Certificate. If the Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate the Agreement and cancel any future payments.

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the Closing Date and as of the date of each disbursement of the City Grant 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) 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, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

(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 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) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except lender financing as disclosed to the City; and

(k) 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;

7.02 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, 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.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The Operations Covenant shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain that the entire Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The Occupancy Covenant shall run with the land and be binding upon any transferee.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Annual Compliance Report. Following the issuance of the Certificate, each Year throughout the Term of the Agreement, the Developer shall submit to DPD by June 30th the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding calendar year. If this 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 report will constitute an event of default.

7.08 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of the City Grant, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement or other Redevelopment Project Costs, as applicable. Developer shall provide information

with respect to any entity to receive the City Grant directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using the City Grant, or otherwise), upon DPD's request, prior to any such disbursement.

7.09 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, the TIF program, 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 TIF Area.

7.10 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.

7.11 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year ended before the Closing Date and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

7.12 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.

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

7.14 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. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement acceptable to the City in its sole discretion.

7.15 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.

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, 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.

7.17 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.

7.18 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.

7.19 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 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 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 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.

8.02 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 9. ENVIRONMENTAL MATTERS

Developer will conduct a Hazardous Building Material Survey of the Site prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property. The Hazardous Building Material Survey shall include (but is not limited to):

- asbestos and lead-based paint surveys,
- testing and visually inspecting and, as necessary, testing the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids),
- mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges),
- radioactive material-containing equipment and/or waste,
- medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes),
- refrigerants such as chlorofluorocarbons (CFCs),
- large appliances or equipment,
- mold,
- or any other materials that may require special handling or disposal during or after renovation, demolition, or abatement work.

The Hazardous Building Material Survey must discuss each of the Hazardous Building Materials listed above, and state whether or not they were identified. The Survey must document the type, location, quantity, and condition of each Hazardous Building Material that is identified.

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

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

The City has conducted a property screening of PINs 16-11-410-036 and 16-11-410-037 and identified several environmental concerns. PIN 16-11-410-036 is depicted as part of a shoe manufacturing facility and a noodle factory on Sanborn maps from 1922 to 1975. A gasoline tank is depicted on the Sanborn map for PIN 16-11-410-037 in 1950. Additionally, the Quick Way Tire Service (address 3410 W. Lake, associated with PIN 16-11-410-037) is listed in environmental databases as a historical generator of ignitable waste, benzene and tetrachloroethene. Although this is not a requirement, due to the above-mentioned concerns, the City strongly recommends that the developer conduct a Phase I ESA, a Phase II ESA, and enroll the Site in the Illinois Site Remediation Program (SRP) if the results of the Phase II ESA indicate remediation is necessary. If the site is enrolled in the SRP, the developer shall secure a comprehensive No Further Remediation (NFR) letter that meets the proposed end use (currently industrial/commercial).

If the proposed end use of the property is changed to include low/high density residential (day care, community gathering etc.), institutional (medical facility etc.), or green/park space, the site will require a Phase I, Phase II and SRP enrollment if the Phase II results indicate exceedance of the residential remediation objectives. Upon enrollment, the developer shall secure a comprehensive residential NFR for the property.

If the Developer enrolls (or is required to enroll) the Property in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees to not request a certificate of occupancy for the Project from the Department of Buildings (DOB) until the IEPA has issued, and the Developer has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive residential NFR letter.

SECTION 10. 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 11. DEFAULT AND REMEDIES

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (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;

(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; or

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of the City Grant and may seek reimbursement of the City Grant. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. In the event Developer shall fail to perform a 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 covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant.

SECTION 12. MORTGAGING OF THE PROJECT

The Permitted Liens are the only mortgages or deeds of trust in place as of the Closing Date with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

SECTION 13. GENERAL PROVISIONS

13.01 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 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

13.02 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.

13.03 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.

13.04 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.

13.05 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.

13.06 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.

13.07 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.

13.08 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.

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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, 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.

13.14. 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.

13.15. 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.

13.16. 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 of this Agreement by the parties hereto and shall be in effect throughout the Term of the Agreement.

13.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (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 of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to

vote on any matter involving 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 of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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.

[(Sub)Exhibit "G" referred to in this Revolution Workshop
Redevelopment Agreement unavailable at
time of printing.]

(Sub)Exhibit "A", "B", "C", "D", "E" and "F" referred to in this Revolution Workshop
Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Revolution Workshop Redevelopment Agreement)

Legal Description Of The Property.

[Subject To Survey And Title Insurance]

Parcel 1:

Lots 16, 17, 18, 19 and 20 in Block 1 in Ward's Subdivision of the east quarter of the west half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of West Lake Street (except the east 33 feet and the north 395 feet lying south of the railroad right-of-way), in Cook County, Illinois.

Parcel 2:

Lot 8 in County Clerk's Subdivision of Lots 12 and 13 in Block 1 and Lots 15 and 16 in Block 2 of Ward's Subdivision of the east quarter of the west half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of West Lake Street (except the east 33 feet and the north 395 feet lying south of the railroad right-of-way), Lot 14 and Lot 15 in Block 1 in Ward's Subdivision of the east quarter of the west half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of West Lake Street (except the east 33 feet and the north 395 feet lying south of the railroad right-of-way) in Cook County, Illinois.

Property Address:

3410 West Lake Street.

Property Identification Numbers ("PINs"):

16-11-410-036-0000; and

16-11-410-037-0000.

(Sub)Exhibit "B".
(To Revolution Workshop Redevelopment Agreement)

Project Budgets.

	<u>Total Project Budget</u>	<u>MBE/WBE Budget</u>	<u>TIF-Eligible Budget</u>
Acquisition Costs	\$0	\$0	\$0
Hard Costs			
Building Sitework	\$109,800	\$109,800	\$109,800
Substructure	\$ 273,000	\$273,000	\$273,000
Shell	\$554,500	\$554,500	\$554,500
Interiors	\$1,248,413	\$1,248,413	\$1,248,413
Services	\$1,287,443	\$1,287,443	\$1,287,443
FFE	\$392,790	\$392,790	
Special Construction and Demolition	\$0	\$0	\$0
Hard Cost Contingency	\$400,000	\$400,000	
Total Hard Costs	\$4,265,946	\$4,265,946	\$3,473,156
Percentage of Eligible Hard Costs			81.4%
Soft Costs/Fees			
Architecture & Engineering	\$200,687		\$200,687
Other Professional Services	\$41,500		\$6,500
Construction Management	\$118,000		\$96,071
Permits & Titles	\$9,000		
Construction Equipment, Rentals & Tools	\$0		
Developer Fee	\$0		\$0
Soft Cost Contingency	\$30,000		
General Conditions & Requirements	\$204,560		\$166,544
Overhead & Profit	\$83,000		\$67,575
Total Soft Costs	\$686,747	\$0	\$537,377
Total	\$4,952,693	\$4,265,946	\$4,010,533

Project MBE Total at 26% **\$1,109,146**

Project WBE Total at 6% **\$255,957**

(Sub)Exhibit "C".
(To Revolution Workshop Redevelopment Agreement)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".
(To Revolution Workshop Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, [Name of Developer], [Title] of [Development Company] (the "Developer"), hereby certifies that with respect to the Redevelopment Agreement between the Developer and the City of Chicago dated _____, _____ (the "Agreement"):

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

B. TIF-Funded Improvements for the Project, in the amount of \$_____, have been made.

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

\$ _____

D. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ _____

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

F. The Developer hereby certifies to the City that, as of the date hereof:

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

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

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20 ____

Notary Public

My commission expires: _____

(Sub)Exhibit "E".
(To Revolution Workshop Redevelopment Agreement)

Annual Compliance Report.

[INSERT DEVELOPER NAME]
[PROJECT NAME] REDEVELOPMENT AGREEMENT
Dated as of [INSERT DATE]
[INSERT YEAR] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), [INSERT DEVELOPER NAME] ("Developer") is committed to providing an annual compliance report.

Obligations under the Agreement during the [INSERT YEAR] calendar year:

- (a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.
 - Compliance with the Operations Covenant (Section 7.04) – Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
 - Compliance with the Occupancy Covenant (Section 7.05) – Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
 - Compliance with the Jobs Reporting Requirement (Section 7.06).
 - Delivery of Financial Statements and unaudited financial statements (Section 7.11).
 - Delivery of updated insurance certificate (Section 7.12)
 - Provide evidence of payment of Non-Governmental Charges (Section 7.16)
 - 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.
- (c) Attach evidence of such compliance or noncompliance.
- (d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.
- (e) 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.

[INSERT DEVELOPER NAME]

[INSERT DATE]

(Sub)Exhibit "F".
(To Revolution Workshop Redevelopment Agreement)

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) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.
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 TIF-Funded Improvements 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), Exhibit F. 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 the Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:
 - (a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of

Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (1) through (4) 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 non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by 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 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 a 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 a 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 Section 7.04. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 7.04, 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.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS
FOR IMPROVEMENTS AT CHICAGO VOCATIONAL CAREER ACADEMY
HIGH SCHOOL, 2100 E. 87TH ST.

[O2024-0013055]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with the Chicago Board of Education for the provision of Tax Increment Financing (TIF) funds for improvements at Chicago Vocational Career Academy High School, located at 2100 East 87th Street in the 8th Ward (O2024-0013055), in an amount not to exceed \$5,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

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

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

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

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

Exhibit "A".

1. School:

Chicago Vocational Career Academy High School ("CVCA").

2. Property:

a. Common Address:

2100 East 87th Street
Chicago, Illinois 60617.

b. Permanent Index Numbers:

20-36-416-001-0000;

20-36-416-002-0000;

20-36-416-003-0000;
 20-36-416-004-0000;
 20-36-416-005-0000; and
 20-36-416-006-0000.

3. Project:

Interior renovations at CVCA's aquatic center to make the pool operable and meet ADA requirements including pool deck repairs, locker room improvements and upgrades, new pool equipment and associated mechanical, electrical and plumbing engineering (MEP) improvements throughout these spaces.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$5,000,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 730,000	\$ 0
Construction	5,803,500	5,000,000
Environmental	365,000	0
Project Implementation	401,500	0
Total:	\$7,300,000	\$5,000,000

Sources	Amount
Chicago Public Schools	\$2,300,000
TIF	5,000,000
Total:	\$7,300,000

6. TIF-Funded Improvements:

Interior renovations at CVCA's aquatic center to make the pool operable and meet ADA requirements including pool deck repairs, locker room improvements and upgrades, new pool equipment and associated MEP improvements throughout these spaces. The Board's Project funding shall not exceed the limits of and is subject to the contingencies set forth in Article Three, Subsection 2 of the Agreement.

7. Redevelopment Area:

Stony Island Avenue Commercial and Burnside Industrial Corridors.

8. TIF Ordinances (Including Any Amendments):

Under ordinances adopted on June 10, 1998, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on June 9, 2010.

9. Modifications To Form Agreement For This Project:

Add to the end of Subsection 2 of Article Three, the following language: "Notwithstanding anything to the contrary in this Article Three, Subsection 2 or elsewhere in this Agreement, the Board's funding obligations under this Agreement are contingent on the securing of available funding either through Board-approved capital plan(s) or third-party sources and shall not exceed \$2,300,000 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder other than as set forth in the preceding sentence."

PERMIT FEE WAIVERS FOR CHICAGO BOARD OF EDUCATION, ITS CONTRACTORS OR CONTRACTING VENDORS, FOR BUILDINGS, FACILITIES AND IMPROVEMENTS OPERATED FOR PUBLIC OR GOVERNMENT USE FOR YEAR 2025.

[O2024-0013056]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authorization of fee waivers or refunds for the Chicago Board of Education and its contractors for buildings and facilities used for public or governmental purposes with annual reporting of fee waivers to the Office of Budget and Management (O2024-0013056), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with two dissenting votes made by Alderpersons Villegas and Reilly on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Mitts, Sposato, Nugent, Vasquez, Napolitano, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 45.

Nays -- Alderpersons Villegas, Reilly -- 2.

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

The following is said ordinance as passed:

WHEREAS, Section 2-8-065 of the Municipal Code of Chicago prohibits individual fee waivers for any person, including, but not limited to, any not-for-profit corporation, except as provided in Section 2-8-065(c); and

WHEREAS, Section 2-8-065(c) provides that individual fee waivers are permitted for “governmental entities” as defined in Section 2-8-065(a); and

WHEREAS, The Board of Education of the City of Chicago is a governmental entity created pursuant to State statute, 105 ILCS 5/34, et seq.; now, therefore,

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

SECTION 1. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, all permits for demolition, construction, alteration, repair, renovation, rehabilitation and inspection filed by the Chicago Board of Education (“Board”) or its contractors for buildings and facilities used for public or governmental purposes shall be issued without charge. This section shall also exempt the Board and its contractors from the payment of all permit fees, inspection fees, annual inspection fees, application fees, plan review fees, license fees, fees to cut-off or reconnect water and sewer lines, fees to occupy or use the public way, and fees to install or maintain temporary driveways, canopies, barricades or other structures on the public way, in connection with any of the foregoing work, for all buildings, facilities and improvements operated by the Board or its contractors for public or governmental use.

The fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the Department of Buildings’ developer services program or under any other City program.

As a continuing condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the Department of Buildings or other appropriate City department; all required permits and licenses shall be obtained; and said building, land and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules duly promulgated thereunder.

SECTION 2. The Board shall submit to the Office of Budget and Management (“OBM”), on an annual basis, a written report summarizing the number and type of fee waivers granted to the Board and its contractors under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in the manner and form acceptable to OBM.

SECTION 3. The Board and its contractors shall be entitled to a refund of City fees which it has paid and from which it is exempt under Section 1 of this ordinance during the time period in Section 4 of this ordinance.

SECTION 4. After passage and approval, this ordinance shall take effect on January 1, 2025 and shall remain in effect until December 31, 2025.

SETTLEMENT AGREEMENT REGARDING CASE OF ASHLEY PHIFER, INDIVIDUALLY AND AS THE SUPERVISED ADMINISTRATOR OF THE ESTATE OF JOSHUA BEAL, AND AS THE MOTHER AND NEXT FRIEND OF J.B.J. AND J.B., MINOR CHILDREN AND NEXT OF KIN OF JOSHUA BEAL V. CITY OF CHICAGO, OFFICER JOSEPH TREACY, SERGEANT THOMAS DEROUIN AND THE ESTATE OF RYNE KINSELLA.

[Or2024-0013461]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Ashley Phifer, individually and as the Supervised Administrator of the Estate of Joshua Beal, and as the mother and next friend of J.B.J. and J.B., minor children and next of kin of Joshua Beal v. City of Chicago, Officer Joseph Treacy, Sergeant Thomas Derouin and the Estate of Ryne Kinsella*, cited as Case Number 21 L 81 (Or2024-0013461), in the amount of \$225,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one dissenting vote made by Alderperson Lopez on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderperson Lopez -- 1.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Ashley Phifer, individually and as the Supervised Administrator of the Estate of Joshua Beal, and as the mother and next friend of J.B.J. and J.B., minor children and next of kin of Joshua Beal v. City of Chicago, Officer Joseph Treacy, Sergeant Thomas Derouin and the Estate of Ryne Kinsella*, cited as Case Number 21 L 81, in the amount of \$225,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *WENMIN CHEN V. CITY OF CHICAGO, ET AL.*

[Or2024-0013462]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Wenmin Chen v. City of Chicago, et al.*, cited as Case Number 2020 cv 1781 (Northern District of Illinois) (Or2024-0013462), in the amount of \$325,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with five dissenting votes made by Alderpersons Lopez, Moore, Quinn, Beale and Reilly on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Chico, Lee, Ramirez, Gutiérrez, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Ramirez-Rosa, Villegas, Mitts, Vasquez, Napolitano, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 37.

Nays -- Alderpersons Beale, Quinn, Lopez, Moore, Tabares, Conway, Sposato, Nugent, Reilly, Gardiner -- 10.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Wenmin Chen v. City of Chicago, et al.*, cited as Case Number 2020 cv 1781 (Northern District of Illinois), in the amount of \$325,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *MORGAN KENDALL HOWARD V. CITY OF CHICAGO AND MARCUS Q. SMITH.*

[Or2024-0013463]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Morgan Kendall Howard v. City of Chicago and Marcus Q. Smith*, cited as Case Number 2020 L 9684 (Or2024-0013463), in the amount of \$400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with four dissenting votes made by Alderpersons Reilly, Quinn, Scott and Cardona on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 40.

Nays -- Alderpersons Quinn, Tabares, Scott, Cardona, Sposato, Napolitano, Reilly -- 7.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Morgan Kendall Howard v. City of Chicago and Marcus Q. Smith*, cited as Case Number 2020 L 9684, in the amount of \$400,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JERMAINE HARRIS, AS INDEPENDENT ADMINISTRATOR FOR THE ESTATE OF LEE HARRIS V. RICHARD ZULEY, ET AL.*

[Or2024-0013464]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Jermaine Harris, as Independent Administrator for the Estate of Lee Harris v. Richard Zuley, et al.*, cited as Case Number 23 C 14220 (Northern District of Illinois) (Or2024-0013464), in the amount of \$4,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Jermaine Harris, as Independent Administrator for the Estate of Lee Harris v. Richard Zuley, et al.*, cited as Case Number 23 C 14220 (Northern District of Illinois), in the amount of \$4,000,000.

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

[Or2024-0013465]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago (Or2024-0013465), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 19390
of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
BRADY	KATHERINE	4712 N. KILBOURN AVE.	CHICAGO	IL	60630	05/16/2024	\$625.00	Claimant	4712 N. KILBOURN AVE.
Total of Split Claims: 1 \$625.00									
Claimant Type Desc: Vehicle(8)									
MINA	ISAIHAH	228 W. HILL ST. APT. 2312	CHICAGO	IL	60610	04/09/2024	\$187.50	Claimant	1200 - 5700 S DUSABLE
AMUDA	ADEBANJO	13921 S. STEWART AVE.	RIVERDALE	IL	60827	05/30/2024	\$107.60	Claimant	7600 S. WALLACE ST.
BARCETT	AUSTIN	3016 W. SUNNYSIDE AVE. 21W	CHICAGO	IL	60625	02/23/2024	\$889.93	Claimant	3015 W. SUNNYSIDE AVE.
BURT	VERMON	8218 S MAY STREET	CHICAGO	IL	60620	02/19/2024	\$109.03	Claimant	800 WEST 81ST STREET
BUSTAMANTE	MARIA	9425 S. KENTON AVE. APT. 1	OAKLAWN	IL	60453	05/20/2024	\$40.00	Claimant	3225 S. WESTERN AVE
BIBRA	ALEN	4462 W. DEVON AVE.	LINCOLNWOOD	IL	60712	05/20/2024	\$1,323.31	Claimant	3900 N. LAKESHORE DR.
BIBRA	ALEN	4462 W. DEVON AVE.	LINCOLNWOOD	IL	60712	05/20/2024	\$522.00	DEPARTMENT OF REVENUE	3900 N. LAKESHORE DR.
BULGHAM	HORACE	909 W. SUNNYSIDE AVE. #1W	CHICAGO	IL	60640	03/20/2024	\$268.00	Claimant	927 W. SUNNYSIDE AVE.
BOLMES	DAVEA	5240 N. SHERIDAN RD.	CHICAGO	IL	60640	06/12/2024	\$70.00	Claimant	LAKE SHORE DR. &
BANGSLET	JASON	2851 N. CLYBOURN AVE. UNIT 3	CHICAGO	IL	60618	05/21/2024	\$489.95	Claimant	2735 N. DAMEN AVE.
WALONEY	PATRICK	1721 W BARRY AVE	CHICAGO	IL	60657	01/26/2024	\$109.03	Claimant	6014 N CLARK STREET
NEWTON	JUSTIN	3409 FOUNTAINBLEAU DRIVE	HAZEL CREST	IL	60429	02/23/2024	\$1,394.95	Claimant	6000 N. CLARK ST
DROZCO	CHRISTOPHER	520 DALHART AVE	ROMEDEVILLE	IL	60446	04/27/2024	\$114.38	Claimant	2518 N WESTERN AVE
ORTEGA	ALEX	5508 N. CALIFORNIA AVE.	CHICAGO	IL	60625	03/31/2024	\$104.74	DEPARTMENT OF REVENUE	1000 N LAKE SHORE DRIVE
SAMIREZ	JOSHUA	10840 SOUTH BEVERLY AVE.	CHICAGO	IL	60643	05/14/2024	\$101.75	Claimant	5000 S. WOODLAWN AVE.
SALGADO	PEDRO	3441 W. 61ST STREET	CHICAGO	IL	60629	01/24/2024	\$386.81	Claimant	3441 W. 61ST.
SALGADO	PEDRO	3441 W. 61ST STREET	CHICAGO	IL	60629	01/24/2024	\$659.89	DEPARTMENT OF REVENUE	3441 W. 61ST.
THURMOND	DENNIS	11417 S. RACINE AVE.	CHICAGO	IL	60643	05/18/2024	\$575.41	Claimant	11341 S. RACINE AVE.
THURMOND	DENNIS	11417 S. RACINE AVE.	CHICAGO	IL	60643	05/18/2024	\$40.00	DEPARTMENT OF REVENUE	11341 S. RACINE AVE.
WALLE	SILVESTRE	305 DEWEY AVE.	NORTHLAKE	IL	60164	02/12/2024	\$1,187.72	Claimant	1615 N. LAWDALE
YZAGUIRRE	MICHAEL	4236 N. LOWELL AVE.	CHICAGO	IL	60641	05/12/2024	\$106.32	Claimant	4348 W. CULLOM AVE.
Total of Split Claims: 21 \$8,788.32									
Total of Split Claims: 22 \$9,613.32									

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0013466]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on May 17, 2023 and on subsequent dates, sundry claims for various refunds (CL2024-0013466), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a vote of the members of the committee, with no dissenting votes, on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

[List of denied claimants printed on page 19392
of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 10/30/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
A COSTA, ADOLPHO		7/16/24 12:00 AM		2024370897	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
AINA, FIDELIS O		6/6/24 12:00 AM		2024370893	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
CHAUHAN, DHARMISTHA B		5/17/23 12:00 AM		2023370565	DENIED-THE VEHICLE IN THE ABOVE-MENTIONED CLAIM WAS
COLEMAN, SHONDELL D		7/16/24 12:00 AM		2024370882	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
CONNOR, CHARLES E		5/9/24 12:00 AM		2024370873	TORT LIABILITY
COOKS, WALTER R		7/18/24 12:00 AM		2024370858	COMED NORTH (708) 528-1028 OR MAT CONSTRUCTION (773)
CRUMP, SHAUNEE N		4/17/24 12:00 AM		2024370901	CLAIM OVER \$2,500
DIBRITO, JAMEY A		12/9/23 12:00 AM		2023370456	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE
DICKINSON, LISA Y		7/15/24 12:00 AM		2024370896	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
FINLEY, VICTORIA H		7/14/24 12:00 AM		2024370890	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
GARDINO, ROBERT O R		7/15/24 12:00 AM		2024370881	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
HAMER, JULIA M.		8/17/23 12:00 AM	10/09/2024	2023370918	STATUE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED.
HARRINGTON, ORELIA		7/15/24 12:00 AM		2024370885	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
HUERTA, LEONOR		7/15/24 12:00 AM		2024370887	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
IJOM, DIEGO		7/16/24 12:00 AM	09/18/2024	2024370823	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
ISKALIS, ANDREAS J.		8/21/24 12:00 AM	09/18/2024	2024370824	PERMIT# DOT1958414
JONES, LEUTITIA J		3/15/24 12:00 AM	05/24/2024	2024370533	CITY NOT LIABLE-AMQ CONSTRUCTION CO ADDRESS: 4323 N
KILCHENMANN, LARA		3/28/24 12:00 AM	09/18/2024	2024370810	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE CLAIM
MALDONADO, MILDRED		6/25/24 12:00 AM	09/18/2024	2024370848	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
MERRILL, LEE A.		6/23/24 12:00 AM	09/18/2024	2024370827	PEOPLES GAS
MONTOYA, RAMON		8/22/24 12:00 AM		2024370900	FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY CLAIMS DEPT
MORRIS, ETTA D		4/1/24 12:00 AM		2024370905	THIRD PARTY RESPONSIBILITY, YOU SHOULD CONTACT
NAVARRO, JOSE J		8/6/24 12:00 AM		2024370899	FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY CLAIMS DEPT
NEWCOMBE, MARY LOU M		7/15/24 12:00 AM		2024370883	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
ONTVEROS, RENE T		6/10/24 12:00 AM		2024370844	DSS DENIES CLAIM, OUR ACCIDENT REPORT STATES THAT
PAULSON, SUSAN M.		6/25/24 12:00 AM	09/18/2024	2024370801	NO DAMAGE REPORT WAS FILED BY A BUREAU OF FORESTRY
PEARSON-GAYE, CORRINE		7/15/24 12:00 AM	09/18/2024	2024370826	REFERRED TO LAW DEPT, OVER \$2,500.00
PEREZ, MARISOL		7/15/24 12:00 AM		2024370904	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
RINCON, GABRIEL A.		4/20/24 12:00 AM		2024370732	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE
RIVERA, PATRICIA P		7/5/24 12:00 AM		2024370879	TORT LIABILITY
SAFECO INSURANCE COMPANY		2/9/24 12:00 AM	09/18/2024	2024370822	DUPLICATE CLAIM# 2024370815
SISAY, WASHIUN		5/22/24 12:00 AM		2024370906	CTA, FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY (312)
SMITH, BRIAN & MARIANN		7/25/24 12:00 AM		2024370891	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
SMITH, CATHERINE M		7/14/24 12:00 AM		2024370888	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
SWINFORD, ANNA M		7/15/24 12:00 AM		2024370884	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
ZHU, HUI		5/24/24 12:00 AM	09/18/2024	2024370833	COMCAST
ZUNIGA, FIDENCIA		5/2/24 12:00 AM		2024370894	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE

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

[F2024-0013460]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a list of cases in which verdicts, judgments or settlements were entered into for the month of September 2024 (F2024-0013460), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT FOR CHICAGO HOPES FOR KIDS.

[Or2024-0013467]

The Committee on Finance submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing a Charitable Solicitation on the Public Way (Tag Day) permit for Chicago Hopes for Kids (Or2024-013467), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present with no dissenting votes on October 28, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Place on File*.

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

REAPPOINTMENT OF JULIANA MONTEBELLO-ROMAN AS MEMBER OF
CENTRAL LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).

[A2024-0013067]

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

CHICAGO, October 29, 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 29, 2024, recommends *Approval* of the reappointment of Juliana Montebello-Roman as a member of Special Service Area Number 17, the Central Lakeview Commission (A2024-0013067), introduced on October 22, 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 Juliana Montebello-Roman as a member of the Central Lakeview 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 2.

[O2024-0013391]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 2, Belmont-Central (Year 2025) (O2024-0013391), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 2.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
2	1.5 percent	\$300,000	Belmont-Central Parking Special Service Area Commission	Belmont-Central Chamber of Commerce

Establishment Ordinance:

Date: June 30, 1982

Journal pages: pages 11140 -- 11144.

Amendment(s) to Establishment Ordinance:

Date: March 25, 1983

Journal pages: pages 16487 -- 16511.

Date: September 18, 1984

Journal pages: pages 9173 and 9174.

Date: June 14, 1995

Journal pages: pages 2280 -- 2337.

Attached Budget reads as follows:

Budget.

Special Service Area #		2
SSA Name:	Belmont Central	

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	\$100	\$0	\$0	\$0	\$0	\$100
2.00 Public Way Aesthetics	\$211,769	\$0	\$5,615	\$0	\$15,080	\$232,464
3.00 Sustainability and Public Places	\$24,898	\$0	\$7,200	\$6,957	\$0	\$39,055
4.00 Economic/ Business Development	\$100	\$0	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$100	\$0	\$0	\$0	\$0	\$100
6.00 SSA Management	\$21,363	\$0	\$0	\$0	\$0	\$21,363
7.00 Personnel	\$41,670	\$0		\$0	\$0	\$41,670
Sub-total	\$300,000	\$0				
GRAND TOTALS	Levy Total	\$300,000	\$12,815	\$6,957	\$15,080	\$334,852

LEVY ANALYSIS	
Estimated 2024 EAV:	\$28,282,420
Authorized Tax Rate Cap:	1.500%
Maximum Potential Levy limited by Rate Cap:	\$424,236
Requested 2024 Levy Amount:	\$300,000
Estimated Tax Rate to Generate 2023 Levy:	1.0607%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 3.

[O2024-0013486]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 3, 63rd Street (O2024-0013486), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 3.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
3	1.25 percent	\$1,106,586	Southwest Business Growth Commission	Greater Southwest Development Corporation

Establishment Ordinance:

Date: October 31, 1983

Journal pages: pages 2777 through 2872.

Amendment(s) to Establishment Ordinance:

Date: May 30, 1984

Journal pages: pages 6559 through 6618.

Date: July 13, 1988

Journal pages: pages 14938 through 14989.

Date: September 14, 1988

Journal pages: pages 17199 through 17200.

Date: December 2, 1998

Journal pages: pages 86018 through 86081.

Date: December 2, 2009

Journal pages: pages 79866 through 79954.

Attached Budget reads as follows:

Budget.

Special Service Area #	3
SSA Name:	63rd 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 #328	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$220,800	\$42,704	\$50,000	\$0	\$0	\$313,504
2.00 Public Way Aesthetics	\$478,532	\$0	\$50,000	\$0	\$0	\$528,532
3.00 Sustainability and Public Places	\$1,000	\$0	\$4,000	\$0	\$0	\$5,000
4.00 Economic/ Business Development	\$27,500	\$0	\$134,400	\$0	\$0	\$161,900
5.00 Public Health and Safety Programs	\$64,000	\$0	\$100,000	\$0	\$0	\$164,000
6.00 SSA Management	\$64,600	\$0	\$0	\$0	\$0	\$64,600
7.00 Personnel	\$207,450	\$0		\$0	\$0	\$207,450
	Sub-total	\$1,063,882	\$42,704			
GRAND TOTALS	Levy Total	\$1,106,586	\$338,400	\$0	\$0	\$1,444,986

LEVY ANALYSIS	
Estimated 2024 EAV:	\$115,017,448
Authorized Tax Rate Cap:	1.250%
Maximum Potential Levy limited by Rate Cap:	\$1,437,718
Requested 2024 Levy Amount:	\$1,106,586
Estimated Tax Rate to Generate 2023 Levy:	0.9621%

LEVY CHANGE FROM PREVIOUS YEAR	
2023 Levy Total (in 2024 budget)	\$1,101,824
2024 Levy Total (in 2025 budget)	\$1,106,586
Percentage Change	0.43%
Community meeting required if levy amount increases greater than 5% from previous levy.	

CARRYOVER CALCULATION	
2024 Budget Total	\$1,370,456
Carryover request for 2025	\$338,400
Percentage	24.693%
Must be less than 25%	

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 4.

[O2024-0013040]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 4, 95th Street Commission (O2024-0013040), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 4.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
4	2.00 percent	\$85,662	95 th Street	The 95 th Street Beverly Hills Business Association

Establishment Ordinance:

Date: October 31, 1983

Journal pages: pages 2741 through 2775.

Amendment(s) to Establishment Ordinance:

Date: May 30, 1984

Journal pages: pages 6619 through 6650.

Date: July 27, 1988

Journal pages: pages 15760 through 15773.

Date: September 14, 1988

Journal page: page 17201.

Date: November 15, 1995

Journal pages: pages 12075 through 12110.

Attached Budget reads as follows:

Budget.

Special Service Area #		#4
SSA Name:	95th 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 #332	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$27,174	\$2,026	\$0	\$0	\$3,000	\$32,200
2.00 Public Way Aesthetics	\$30,194	\$1,500	\$1,680	\$0	\$526	\$33,900
3.00 Sustainability and Public Places	\$0	\$0	\$100	\$0	\$0	\$100
4.00 Economic/ Business Development	\$0	\$0	\$100	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$0	\$0	\$100	\$0	\$0	\$100
6.00 SSA Management	\$10,891	\$0	\$0	\$0	\$0	\$10,891
7.00 Personnel	\$13,877	\$0		\$0	\$0	\$13,877
Sub-total	\$82,136	\$3,526				
GRAND TOTALS	Levy Total	\$85,662	\$1,980	\$0	\$3,526	\$91,168

LEVY ANALYSIS	
Estimated 2024 EAV:	\$10,687,180
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$213,744
Requested 2024 Levy Amount:	\$85,662
Estimated Tax Rate to Generate 2023 Levy:	0.8015%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 5.

[O2024-0013472]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 5, Commercial Avenue (Year 2025) (O2024-0013472), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 5.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
5	3.00 percent	\$356,125	Commercial Avenue	Calumet Area Industrial Development Commission

Establishment Ordinance:

Date: December 11, 2013
Journal pages: pages 69243 through 69330.

Amendment to Establishment Ordinance:

Date: November 21, 2017
Journal pages: pages 62001 through 62007.

Attached Budget reads as follows:

Budget.

Special Service Area #		5
SSA Name:	Commercial 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 #331	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$10,000	\$8,854	\$24,286	\$2,541	\$500	\$46,181
2.00 Public Way Aesthetics	\$140,339	\$7,500	\$34,804	\$33,119	\$27,696	\$243,458
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$300	\$0	\$300
4.00 Economic/ Business Development	\$0	\$3,000	\$0	\$0	\$0	\$3,000
5.00 Public Health and Safety Programs	\$53,144	\$26,581	\$28,671	\$26,273	\$17,739	\$152,408
6.00 SSA Management	\$25,280	\$0	\$0	\$0	\$0	\$25,280
7.00 Personnel	\$81,427	\$0		\$0	\$0	\$81,427
	Sub-total	\$310,190	\$45,935			
GRAND TOTALS	Levy Total	\$356,125	\$87,761	\$62,233	\$45,935	\$552,054

LEVY ANALYSIS	
Estimated 2024 EAV:	\$13,565,208
Authorized Tax Rate Cap:	3.000%
Maximum Potential Levy limited by Rate Cap:	\$406,956
Requested 2024 Levy Amount:	\$356,125
Estimated Tax Rate to Generate 2023 Levy:	2.6253%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 7.

[O2024-0013406]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 7, Kedzie Industrial Park (Year 2025) (O2024-0013406), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 7.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
7	0.980 percent	\$138,217	Kedzie Industrial Tract Special Service Area	Back of the Yards Neighborhood Council

Establishment Ordinance:

Date: November 8, 2006
Journal pages: pages 90813 through 90891.

Amendment to Establishment Ordinance:

Date: November 15, 2008
Journal pages: pages 43126 through 43193.

Attached Budget reads as follows:

Budget.

Special Service Area # 7
SSA Name: Kedzie Industrial Tract

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 #532	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$400	\$0	\$0	\$0	\$0	\$400
2.00 Public Way Aesthetics	\$7,500	\$0	\$0	\$0	\$0	\$7,500
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	\$84,375	\$8,982	\$0	\$0	\$0	\$93,357
6.00 SSA Management	\$15,200	\$0	\$0	\$0	\$0	\$15,200
7.00 Personnel	\$21,760	\$0		\$0	\$0	\$21,760
	Sub-total	\$129,235				
GRAND TOTALS	Levy Total	\$138,217	\$0	\$0	\$0	\$138,217

LEVY ANALYSIS	
Estimated 2024 EAV:	\$16,357,769
Authorized Tax Rate Cap:	0.980%
Maximum Potential Levy limited by Rate Cap:	\$160,306
Requested 2024 Levy Amount:	\$138,217
Estimated Tax Rate to Generate 2023 Levy:	0.8450%

EXTENSION OF TERM, INCREASE OF TAX LEVY, IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 8.

[O2024-0013490]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for an extension of term, increase tax levy, scope of services, budget, 2024 tax levy, and management agreement for Special Service Area Number 8, Lake View East (Year 2025) (O2024-0013490), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 (the "Area") as indicated therein and authorized the levy of certain annual taxes beginning in 2011 through and including 2025 (the "Original Levy Period"), not to exceed the annual rate 0.41 percent (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein to provide certain special services (the "Original 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; and

WHEREAS, The City Council finds that it is in the best interests of the City 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 Levy Cap 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 "Extended Levy Period"); 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. Findings. The City Council finds and declares as follows:

(a) The City Council enacted an ordinance on October 9, 2024, authorizing a public hearing (the "Public Hearing") to consider: (i) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"); (ii) increase the maximum rate of the Levy Cap 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 "Extended Levy Period"); and

(b) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Tribune*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(c) The notice complied with all of the applicable provisions of the Act; and

(d) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(e) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City to, authorize the Special Services in the Area, and authorize the Extended Levy Period in the Area, all as provided in this ordinance; and

(f) The Public Hearing was finally adjourned on October 10, 2024; and

(g) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(h) The City Council hereby finds and determines that it is in the best interests of the City 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 Levy Cap 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 "Extended Levy Period").

SECTION 3. Special Services Authorized. The Special Services authorized hereby 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. 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 4. 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 5. 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 6. Filing. The City Clerk is hereby ordered and directed to file in the Office of 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 7. 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 4 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 7 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 4 and 5 hereof.

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

Exhibit "A".

Special Service Area No. 8.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
8	0.525 percent	\$995,837	Lakeview East Special Service Area Commission	Lake View East Chamber of Commerce

Establishment Ordinance:

Date: November 16, 2011
Journal pages: pages 14795 -- 14893.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area #	8
SSA Name:	Lake View East

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 #334	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$209,000	\$0	\$26,000	\$0	\$12,000	\$247,000
2.00 Public Way Aesthetics	\$404,381	\$0	\$112,000	\$0	\$10,000	\$526,381
3.00 Sustainability and Public Places	\$12,200	\$0	\$0	\$0	\$0	\$12,200
4.00 Economic/ Business Development	\$13,300	\$0	\$6,500	\$0	\$1,000	\$20,800
5.00 Public Health and Safety Programs	\$69,159	\$0	\$20,000	\$0	\$0	\$89,159
6.00 SSA Management	\$85,325	\$0	\$0	\$0	\$0	\$85,325
7.00 Personnel	\$202,472	\$0		\$0	\$0	\$202,472
Sub-total	\$995,837	\$0				
GRAND TOTALS	Levy Total	\$995,837	\$164,500	\$0	\$23,000	\$1,183,337

LEVY ANALYSIS	
Estimated 2024 EAV:	\$232,143,705
Authorized Tax Rate Cap:	0.525%
Maximum Potential Levy limited by Rate Cap:	\$1,218,754
Requested 2024 Levy Amount:	\$995,837
Estimated Tax Rate to Generate 2023 Levy:	0.4290%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 10.

[O2024-0013420]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 10, Back of the Yards (Year 2025) (O2024-0013420), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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(I) 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. 10.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
10	1.90 percent	\$483,790	Back of the Yards Special Service Area Commission	Back of the Yards Neighborhood Council

Establishment Ordinance:

Date: September 13, 1989
Journal pages: pages 4115 -- 4129.

Amendment(s) to Establishment Ordinance:

Date: November 15, 1995
Journal pages: pages 12177 -- 12225.

Attached Budget reads as follows:

Budget.

Special Service Area #	10
SSA Name:	Back of the Yards

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 #339	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$59,700	\$1,000	\$15,000	\$0	\$4,000	\$79,700
2.00 Public Way Aesthetics	\$186,665	\$2,000	\$24,000	\$0	\$0	\$212,665
3.00 Sustainability and Public Places	\$4,000	\$0	\$0	\$0	\$0	\$4,000
4.00 Economic/ Business Development	\$77,000	\$0	\$5,000	\$0	\$0	\$82,000
5.00 Public Health and Safety Programs	\$10,000	\$0	\$5,000	\$0	\$0	\$15,000
6.00 SSA Management	\$21,900	\$1,065	\$0	\$0	\$0	\$22,965
7.00 Personnel	\$120,460	\$		\$0	\$0	\$120,460
Sub-total	\$479,725	\$4,065				
GRAND TOTALS	Levy Total	\$483,790	\$49,000	\$0	\$4,000	\$536,790

LEVY ANALYSIS	
Estimated 2024 EAV:	\$38,240,671
Authorized Tax Rate Cap:	1.900%
Maximum Potential Levy limited by Rate Cap:	\$726,573
Requested 2024 Levy Amount:	\$483,790
Estimated Tax Rate to Generate 2023 Levy:	1.2651%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 13.

[O2024-0013421]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 13, Stockyards (Year 2025) (O2024-0013421), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 13.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
13	1.900 percent	\$1,226,139	Stockyards Special Service Area Commission	Back of the Yards Neighborhood Council

Establishment Ordinance:

Date: December 8, 2010

Journal pages: pages 108535 -- 108626.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 13	
SSA Name:	Stockyards

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 #306	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$2,450	\$9,768	\$4,500	\$27,790	\$8,321	\$52,829
2.00 Public Way Aesthetics	\$512,288	\$33,150	\$100,550	\$139,535	\$27,428	\$812,951
3.00 Sustainability and Public Places	\$5,000	\$1,000	\$16,000	\$1,994	\$1,000	\$24,994
4.00 Economic/ Business Development	\$58,132	\$3,467	\$14,754	\$5,650	\$13,344	\$95,347
5.00 Public Health and Safety Programs	\$339,156	\$14,880	\$90,000	\$121,779	\$23,305	\$589,120
6.00 SSA Management	\$71,000	\$0	\$0	\$0	\$0	\$71,000
7.00 Personnel	\$175,848	\$0		\$0	\$0	\$175,848
Sub-total	\$1,163,874	\$62,265				
GRAND TOTALS	Levy Total	\$1,226,139	\$225,804	\$296,748	\$73,398	\$1,822,089

LEVY ANALYSIS	
Estimated 2024 EAV:	\$221,343,397
Authorized Tax Rate Cap:	1.900%
Maximum Potential Levy limited by Rate Cap:	\$4,205,525
Requested 2024 Levy Amount:	\$1,226,139
Estimated Tax Rate to Generate 2023 Levy:	0.5540%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 16.

[O2024-0013491]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 16, Greentown (Year 2025) (O2024-0013491), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 16.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
16	1.00 percent	\$669,577	Greektown/Halsted Street Special Service Area Commission	West Central Association, Inc.

Establishment Ordinance:

Date: July 31, 1996
Journal pages: pages 26463 through 26472.

Amendments to Establishment Ordinance:

Date: November 20, 1996
Journal pages: pages 34284 through 34289.

Date: December 10, 2014
Journal pages: pages 99142 through 99221.

Date: October 14, 2015
Journal pages: pages 8461 through 8466.

Attached Budget reads as follows:

Budget.

Special Service Area #		16
SSA Name:	Greektown	

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 #190	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$160,000	\$0	\$50,000	\$0	\$0	\$210,000
2.00 PublicWay Aesthetics	\$228,000	\$0	\$100,000	\$0	\$0	\$328,000
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$4,000	\$0	\$0	\$0	\$0	\$4,000
5.00 PublicHealth and Safety Programs	\$166,000	\$0	\$50,000	\$0	\$0	\$216,000
6.00 SSA Management	\$76,600	\$0	\$0	\$0	\$0	\$76,600
7.00 Personnel	\$34,977	\$0		\$81,397	\$0	\$116,374
	Sub-total	\$669,577				
GRAND TOTALS	Levy Total	\$669,577	\$200,000	\$81,397	\$0	\$950,974

LEVY ANALYSIS	
Estimated 2024 EAV:	\$174,848,602
Authorized Tax Rate Cap:	1.000%
Maximum Potential Levy limited by Rate Cap:	\$1,748,486
Requested 2024 Levy Amount:	\$669,577
Estimated Tax Rate to Generate 2023 Levy:	0.3829%

AMENDMENT OF YEAR 2023 TAX LEVY, BUDGET AND SERVICE PROVIDER AGREEMENT, IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 18.

[O2024-0013492]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for the amendment of year 2023 tax levy, budget and service provider agreement, scope of services, budget and management agreement for Special Service Area Number 18, North Halsted Street (Year 2025) (O2024-0013492), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 November 15, 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 6791 through 6811, 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 Northalsted Area Merchants Association, doing business as Northalsted Business Alliance, 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 \$59,864; 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 Council 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.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

Exhibit "A".

Special Service Area No. 18.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
18	0.65 percent	\$491,509	Northalsted Special Service Area Commission	Northalsted Area Merchants Association, doing business as Northalsted Business Alliance

Establishment Ordinance:

Date: December 2, 2009

Journal pages: pages 79955 through 80045.

Amendment(s) to Establishment Ordinance:

Date: November 15, 2023

Journal pages: pages 6791 through 6811.

Attached Budget reads as follows:

Budget.

Special Service Area # 18	
SSA Name:	Northalsted

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 #147	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$60,800	\$0	\$6,000	\$0	\$0	\$66,800
2.00 Public Way Aesthetics	\$243,800	\$0	\$73,500	\$0	\$0	\$317,300
3.00 Sustainability and Public Places	\$4,000	\$0	\$0	\$0	\$0	\$4,000
4.00 Economic/ Business Development	\$3,000	\$0	\$0	\$0	\$0	\$3,000
5.00 Public Health and Safety Programs	\$42,300	\$0	\$85,550	\$0	\$0	\$127,850
6.00 SSA Management	\$55,370	\$0	\$0	\$0	\$0	\$55,370
7.00 Personnel	\$82,239	\$0		\$0	\$0	\$82,239
Sub-total	\$491,509	\$0				
GRAND TOTALS	Levy Total	\$491,509	\$165,050	\$0	\$0	\$656,559

LEVY ANALYSIS	
Estimated 2024 EAV:	\$92,517,357
Authorized Tax Rate Cap:	0.65%
Maximum Potential Levy limited by Rate Cap:	\$601,363
Requested 2024 Levy Amount:	\$491,509
Estimated Tax Rate to Generate 2023 Levy:	0.5313%

Exhibit "A-1".

Amended Budget.

Special Service Area # 18	
SSA Name:	Northalsted

AMENDED 2024 BUDGET SUMMARY

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

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy					Total All Sources
	Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #147	Estimated Late Collections and Interest	
1.00 Customer Attraction	\$60,800	\$0	\$0	\$0	\$0	\$60,800
2.00 Public Way Aesthetics	\$243,800	\$0	\$76,500	\$0	\$0	\$320,300
3.00 Sustainability and Public Places	\$2,000	\$0	\$0	\$0	\$0	\$2,000
4.00 Economic/ Business Development	\$2,000	\$0	\$7,500	\$0	\$0	\$9,500
5.00 Public Health and Safety Programs	\$45,300	\$0	\$84,714	\$0	\$0	\$130,014
6.00 SSA Management	\$71,282	\$0	\$0	\$0	\$0	\$71,282
7.00 Personnel	\$66,327	\$0		\$0	\$0	\$66,327
Sub-total	\$491,509	\$0				
GRAND TOTALS	Levy Total	\$491,509	\$168,714	\$0	\$0	\$660,223

LEVY ANALYSIS	
Estimated 2023 EAV:	\$92,517,357
Authorized Tax Rate Cap:	0.650%
Maximum Potential Levy Limited by Rate Cap:	\$601,363
Requested 2023 Levy Amount:	\$491,509
Estimated Tax Rate to Generate 2022 Levy:	0.5313%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 22.

[O2024-0013422]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 22, Andersonville (Year 2025) (O2024-0013422), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 22.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
22	0.500 percent	\$256,254	Andersonville	Andersonville Chamber of Commerce

Establishment Ordinance:

Date: November 13, 2002
Journal pages: pages 97169 -- 97241.

Amendment(s) to Establishment Ordinance:

Date: November 15, 2012
Journal pages: pages 41266 -- 41362.

Attached Budget reads as follows:

Budget.

Special Service Area # 22	
SSA Name:	Andersonville

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 #338	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$26,000	\$0	\$0	\$17,759	\$0	\$43,759
2.00 Public Way Aesthetics	\$138,340	\$0	\$0	\$29,444	\$0	\$167,784
3.00 Sustainability and Public Places	\$2,500	\$0	\$0	\$2,000	\$0	\$4,500
4.00 Economic/ Business Development	\$12,300	\$0	\$0	\$5,000	\$0	\$17,300
5.00 Public Health and Safety Programs	\$1,000	\$0	\$0	\$0	\$0	\$1,000
6.00 SSA Management	\$29,839	\$0	\$0	\$0	\$0	\$29,839
7.00 Personnel	\$46,275	\$0		\$0	\$0	\$46,275
Sub-total	\$256,254	\$0				
GRAND TOTALS	Levy Total	\$256,254	\$0	\$54,203	\$0	\$310,457

LEVY ANALYSIS	
Estimated 2024 EAV:	\$67,920,485
Authorized Tax Rate Cap:	0.500%
Maximum Potential Levy limited by Rate Cap:	\$339,602
Requested 2024 Levy Amount:	\$256,254
Estimated Tax Rate to Generate 2023 Levy:	0.3773%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 23.

[O2024-0013042]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 23, Clark Street-Lincoln Park (O2024-0013042), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 23.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
23	0.40 percent	\$522,151	Clark Street	Lincoln Park Chamber of Commerce, Inc.

Establishment Ordinance:

Date: December 4, 2002

Journal pages: pages 100184 through 100274.

Amendment(s) to Establishment Ordinance:

Date: November 12, 2008

Journal pages: pages 45592 through 45684.

Date: December 15, 2021

Journal pages: pages 42163 -- 42168.

Attached Budget reads as follows:

Budget.

Special Service Area #	23
SSA Name:	Clark Street (Lincoln Park)

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 #903	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$96,000	\$0	\$0	\$0	\$0	\$96,000
2.00 Public Way Aesthetics	\$234,000	\$0	\$150,000	\$0	\$0	\$384,000
3.00 Sustainability and Public Places	\$7,000	\$0	\$0	\$0	\$0	\$7,000
4.00 Economic/ Business Development	\$25,000	\$0	\$0	\$0	\$0	\$25,000
5.00 Public Health and Safety Programs	\$4,000	\$0	\$0	\$0	\$0	\$4,000
6.00 SSA Management	\$30,645	\$0	\$0	\$0	\$0	\$30,645
7.00 Personnel	\$125,506	\$0		\$0	\$0	\$125,506
	Sub-total	\$522,151	\$0			
GRAND TOTALS	Levy Total	\$522,151	\$150,000	\$0	\$0	\$672,151

LEVY ANALYSIS	
Estimated 2024 EAV:	\$219,987,493
Authorized Tax Rate Cap:	0.400%
Maximum Potential Levy limited by Rate Cap:	\$879,950
Requested 2024 Levy Amount:	\$522,151
Estimated Tax Rate to Generate 2023 Levy:	0.2374%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 26.

[O2024-0013408]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 26, Broadway (Year 2025) (O2024-0013408), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 26.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
26	0.550 percent	\$546,625	Edgewater Commercial District Special Service Area Number 26 Commission	East Edgewater Chamber of Commerce, Inc., doing business as Edgewater Chamber of Commerce

Establishment Ordinance:

Date: December 17, 2003
Journal pages: pages 15330 -- 15415.

Amendment(s) to Establishment Ordinance:

Date: November 15, 2012
Journal pages: pages 41464 -- 41642.

Attached Budget reads as follows:

Budget.

	Special Service Area #	26
SSA Name:	Broadway Commercial District	

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 #937	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$62,500	\$10,000	\$45,000	\$10,000	\$10,000	\$137,500
2.00 Public Way Aesthetics	\$295,400	\$0	\$15,000	\$98,222	\$0	\$408,622
3.00 Sustainability and Public Places	\$4,100	\$0	\$0	\$0	\$0	\$4,100
4.00 Economic/ Business Development	\$3,900	\$0	\$0	\$0	\$0	\$3,900
5.00 Public Health and Safety Programs	\$7,000	\$0	\$0	\$0	\$0	\$7,000
6.00 SSA Management	\$45,725	\$0	\$0	\$0	\$0	\$45,725
7.00 Personnel	\$118,000	\$0		\$0	\$0	\$118,000
	Sub-total	\$536,625				
GRAND TOTALS	Levy Total	\$546,625	\$60,000	\$108,222	\$10,000	\$724,847

LEVY ANALYSIS	
Estimated 2024 EAV:	\$110,021,324
Authorized Tax Rate Cap:	0.550%
Maximum Potential Levy limited by Rate Cap:	\$605,117
Requested 2024 Levy Amount:	\$546,625
Estimated Tax Rate to Generate 2023 Levy:	0.4968%

AMENDMENT OF YEAR 2023 TAX LEVY, BUDGET AND SERVICE PROVIDER AGREEMENT, IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 27.

[O2024-0013474]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for the amendment of year 2023 tax levy, budget and service provider agreement, scope of services, budget and management agreement and amendment to 2024 service provider agreement and budget for Special Service Area Number 27, West Lakeview (O2024-0013474), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 November 15, 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 6842 through 6846, 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 Lakeview Roscoe Village Chamber of Commerce, 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 \$7,500; 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 herein 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, 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 Council 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.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

Exhibit "A".

Special Service Area No. 27.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
27	0.25 percent	\$980,229	West Lakeview	Lakeview Roscoe Village Chamber of Commerce

Establishment Ordinance:

Date: November 16, 2011
 Journal pages: pages 14966 through 15097.

Attached Budget reads as follows:

Budget.

Special Service Area # 27	
SSA Name:	West Lakeview

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 #0D06	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$272,300	\$0	\$25,000	\$0	\$0	\$297,300
2.00 Public Way Aesthetics	\$228,170	\$2,165	\$75,000	\$0	\$2,165	\$307,500
3.00 Sustainability and Public Places	\$121,200	\$0	\$0	\$0	\$0	\$121,200
4.00 Economic/ Business Development	\$50,000	\$0	\$0	\$0	\$0	\$50,000
5.00 Public Health and Safety Programs	\$14,000	\$0	\$0	\$0	\$0	\$14,000
6.00 SSA Management	\$71,047	\$0	\$0	\$0	\$0	\$71,047
7.00 Personnel	\$221,347	\$0		\$0	\$0	\$221,347
	Sub-total	\$978,064	\$2,165			
GRAND TOTALS	Levy Total	\$980,229	\$100,000	\$0	\$2,165	\$1,082,394

LEVY ANALYSIS	
Estimated 2024 EAV:	\$489,263,898
Authorized Tax Rate Cap:	0.25%
Maximum Potential Levy limited by Rate Cap:	\$1,223,160
Requested 2024 Levy Amount:	\$980,229
Estimated Tax Rate to Generate 2023 Levy:	0.2003%

Exhibit "A-1".

Amended Budget.

Special Service Area # 27						
SSA Name:	West Lakeview					
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 All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$277,560	\$0	\$25,000	\$0	\$0	\$302,560
2.00 Public Way Aesthetics	\$291,720	\$2,165	\$75,000	\$0	\$9,665	\$378,550
3.00 Sustainability and Public Places	\$116,000	\$0	\$0	\$0	\$0	\$116,000
4.00 Economic/ Business Development	\$0	\$0	\$0	\$0	\$0	\$0
5.00 Public Health and Safety Programs	\$14,000	\$0	\$0	\$0	\$0	\$14,000
6.00 SSA Management	\$65,799	\$0	\$0	\$0	\$0	\$65,799
7.00 Personnel	\$206,660	\$0		\$0	\$0	\$206,660
Sub-total	\$971,739	\$2,165				
GRAND TOTALS	Levy Total	\$973,904	\$100,000	\$0	\$9,665	\$1,083,569

LEVY ANALYSIS	
Estimated 2023 EAV:	\$488,380,389
Authorized Tax Rate Cap:	0.250%
Maximum Potential Levy limited by Rate Cap:	\$1,220,951
Requested 2023 Levy Amount:	\$973,904
Estimated Tax Rate to Generate 2022 Levy:	0.1994%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 28-2014.

[O2024-0013475]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 28-2014, Six Corners (O2024-0013475), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 28-2014.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
28-2014	0.75 percent	\$263,867	Six Corners	Portage Park Chamber of Commerce

Establishment Ordinance:

Date: December 7, 2005

Journal pages: pages 64641 through 64736.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014

Journal pages: pages 99684 through 99785.

Attached Budget reads as follows:

Budget.

Special Service Area # 28-2014	
SSA Name:	Six Corners

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 #0D19	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$51,815	\$5,582	\$45,000	\$20,000	\$0	\$122,397
2.00 Public Way Aesthetics	\$116,419	\$0	\$10,600	\$35,000	\$0	\$162,019
3.00 Sustainability and Public Places	\$896	\$0	\$0	\$2,195	\$0	\$3,091
4.00 Economic/ Business Development	\$10,000	\$0	\$40,000	\$10,000	\$0	\$60,000
5.00 Public Health and Safety Programs	\$0	\$0	\$5,000	\$0	\$0	\$5,000
6.00 SSA Management	\$24,155	\$0	\$0	\$0	\$0	\$24,155
7.00 Personnel	\$55,000	\$0		\$0	\$0	\$55,000
	Sub-total	\$258,285				
GRAND TOTALS	Levy Total	\$263,867	\$100,600	\$67,195	\$0	\$431,662

LEVY ANALYSIS	
Estimated 2024 EAV:	\$61,243,867
Authorized Tax Rate Cap:	0.750%
Maximum Potential Levy limited by Rate Cap:	\$459,329
Requested 2024 Levy Amount:	\$263,867
Estimated Tax Rate to Generate 2023 Levy:	0.4308%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 29-2014.

[O2024-0013487]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 29-2014, West Town (Year 2025) (O2024-0013487), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 29-2014.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
29-2014	0.470 percent	\$842,970	West Town	West Town Chicago Chamber of Commerce

Establishment Ordinance:

Date: December 10, 2014

Journal pages: pages 99309 through 99409.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area #	29-2014
SSA Name:	West Town

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 #0D20	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$150,000	\$0	\$10,000	\$0	\$0	\$160,000
2.00 Public Way Aesthetics	\$360,000	\$3,318	\$60,000	\$33,219	\$3,318	\$459,855
3.00 Sustainability and Public Places	\$812	\$0	\$88	\$0	\$0	\$900
4.00 Economic/ Business Development	\$51,000	\$0	\$130,000	\$0	\$0	\$181,000
5.00 Public Health and Safety Programs	\$25,000	\$0	\$0	\$0	\$0	\$25,000
6.00 SSA Management	\$51,340	\$0	\$0	\$0	\$0	\$51,340
7.00 Personnel	\$201,500	\$0		\$0	\$0	\$201,500
	Sub-total	\$839,652	\$3,318			
GRAND TOTALS	Levy Total	\$842,970	\$200,088	\$33,219	\$3,318	\$1,079,595

LEVY ANALYSIS	
Estimated 2024 EAV:	\$276,087,321
Authorized Tax Rate Cap:	0.470%
Maximum Potential Levy limited by Rate Cap:	\$1,297,610
Requested 2024 Levy Amount:	\$842,970
Estimated Tax Rate to Generate 2023 Levy:	0.3053%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 31.

[O2024-0013049]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 31, Greater Ravenswood (O2024-0013049), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 31.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
31	0.320 percent	\$617,513	Greater Ravenswood Special Service Area	Greater Ravenswood Chamber of Commerce NFP

Establishment Ordinance:

Date: December 4, 2004
Journal pages: pages 37745 through 37830.

Amendment(s) to Establishment Ordinance:

Date: November 12, 2008
Journal pages: pages 45771 through 45868.

Date: November 21, 2017
Journal pages: pages 62071 through 62117.

Attached Budget reads as follows:

Budget.

Special Service Area #	31
SSA Name:	Greater Ravenswood

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 #A02	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$259,500	\$0	\$11,000	\$7,815	\$0	\$278,315
2.00 Public Way Aesthetics	\$150,000	\$10,213	\$85,000	\$15,000	\$0	\$260,213
3.00 Sustainability and Public Places	\$10,000	\$0	\$20,000	\$5,000	\$0	\$35,000
4.00 Economic/ Business Development	\$4,500	\$0	\$10,000	\$0	\$0	\$14,500
5.00 Public Health and Safety Programs	\$0	\$0	\$5,000	\$0	\$0	\$5,000
6.00 SSA Management	\$37,300	\$0	\$0	\$0	\$0	\$37,300
7.00 Personnel	\$146,000	\$0		\$0	\$0	\$146,000
Sub-total	\$607,300	\$10,213				
GRAND TOTALS	Levy Total	\$617,513	\$131,000	\$27,815	\$0	\$776,328

LEVY ANALYSIS	
Estimated 2024 EAV:	\$244,503,144
Authorized Tax Rate Cap:	0.320%
Maximum Potential Levy limited by Rate Cap	\$782,410
Requested 2024 Levy Amount:	\$617,513
Estimated Tax Rate to Generate 2023 Levy	0.2528%

LEVY CHANGE FROM PREVIOUS YEAR	
2023 Levy Total (in 2024 budget)	\$588,499
2024 Levy Total (in 2025 budget)	\$617,513
Percentage Change	4.93%
Community meeting required if levy amount increases greater than 5% from previous levy	

CARRYOVER CALCULATION	
2024 Budget Total	\$776,328
Carryover request for 2025	\$131,000
Percentage	16.874%
Must be less than 25%	

ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 32-2024, IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 32-2024.
[O2024-0013468]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance establishing new Special Service Area Number 32-2024, scope of services, approval of 2025 budget and management agreement for Special Service Area Number 32-2024, Auburn Gresham (O2024-0013468), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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(I) 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 (the "Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as Special Service Area Number 32-2024 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area for a period of fifteen (15) years sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, The City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2025; 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. Findings. The City Council finds and declares as follows:

(a) The Area, as established by this ordinance, consists of contiguous territory in the City; and

(b) The City Council adopted an ordinance on October 9, 2024, authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services; and

(c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the Chicago Tribune, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(d) The notice complied with all of the applicable provisions of the Act; and

(e) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(f) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance; and

(g) The Public Hearing was finally adjourned on October 10, 2024; and

(h) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established, and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 32-2024. The approximate street location of said territory consists of 79th Street, from Lafayette Avenue to Damen Avenue. A legal description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of permanent index numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby 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. 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 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 2024 through and including 2038 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said

Services Tax not to exceed an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area No. 32-2024.

Special Service Area Budget.

For the fiscal year beginning January 1, 2025, and ending December 31, 2025.

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	\$447,532
TOTAL BUDGET REQUEST:	\$447,532
Source Of Funding:	
Tax levy not to exceed an annual rate of 1.75 percent of the equalized assessed value of taxable property within Special Service Area Number 32-2024	\$447,532

SECTION 7. Levy Of Taxes. There is hereby levied pursuant to: (i) Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois; (ii) the provisions of the Act; and (iii) the provisions of this ordinance, the sum of \$447,532 as the amount of the Services Tax for the year 2024.

SECTION 8. Commission Authorized. There is hereby established the Auburn Gresham Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, five (5) members shall be appointed to serve for three-year terms, and four (4) members shall be appointed to serve

for two-year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the chairman of the Commission, and he/she shall serve not more than two successive two-year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers Of The Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Commissioner of the Department of Planning and Development (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 (the "Service Provider Agreement") as authorized herein with Chatham Business Association Small Business Development, Inc., an Illinois not-for-profit corporation, as the service provider (the "Service Provider"), for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The budget attached as Exhibit 5 hereto and hereby incorporated herein (the "Budget") shall also 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 sums appropriated in Section 6 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 make a copy of the executed Service Provider Agreement 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 10 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 6 and 7 hereof.

SECTION 11. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk 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 owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Service Provider.

SECTION 12. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 13. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area, and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Cook County Clerk's Office, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, 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 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 14. 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 15. 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 16. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed
on page 19509 of this *Journal*.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

*Exhibit 1.**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, CROSSING 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 ORDINANCE PASSED ON NOVEMBER 15, 1915, RECORDED ON NOVEMBER 24, 1915 AS DOCUMENT NO. 5758524;

THENCE SOUTHWEST ALONG THE WESTERLY LINE OF SAID VACATION BY ORDINANCE, 29.29 FEET TO THE WEST CORNER OF SAID VACATION BY ORDINANCE, 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 RESUBDIVISION 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 RESUBDIVISION 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 & CLAU 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.

*Exhibit 3.**Permanent Index Numbers.*

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*Exhibit 4.**Public Hearing.
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State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Chicago Tribune. The Chicago Tribune is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Chicago, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Chicago Tribune, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 9/24/2024, and the last publication of the notice was made in the newspaper dated and published on 9/24/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

On the following days, to-wit: **Sep 24, 2024.**

Executed at Chicago, Illinois on this

2nd Day of October, 2024, by

Chicago Tribune Company



Jeremy Gates

Exhibit 5.

Budget.

Special Service Area # 32-2024	
SSA Name:	Auburn Gresham

2025 BUDGET SUMMARY

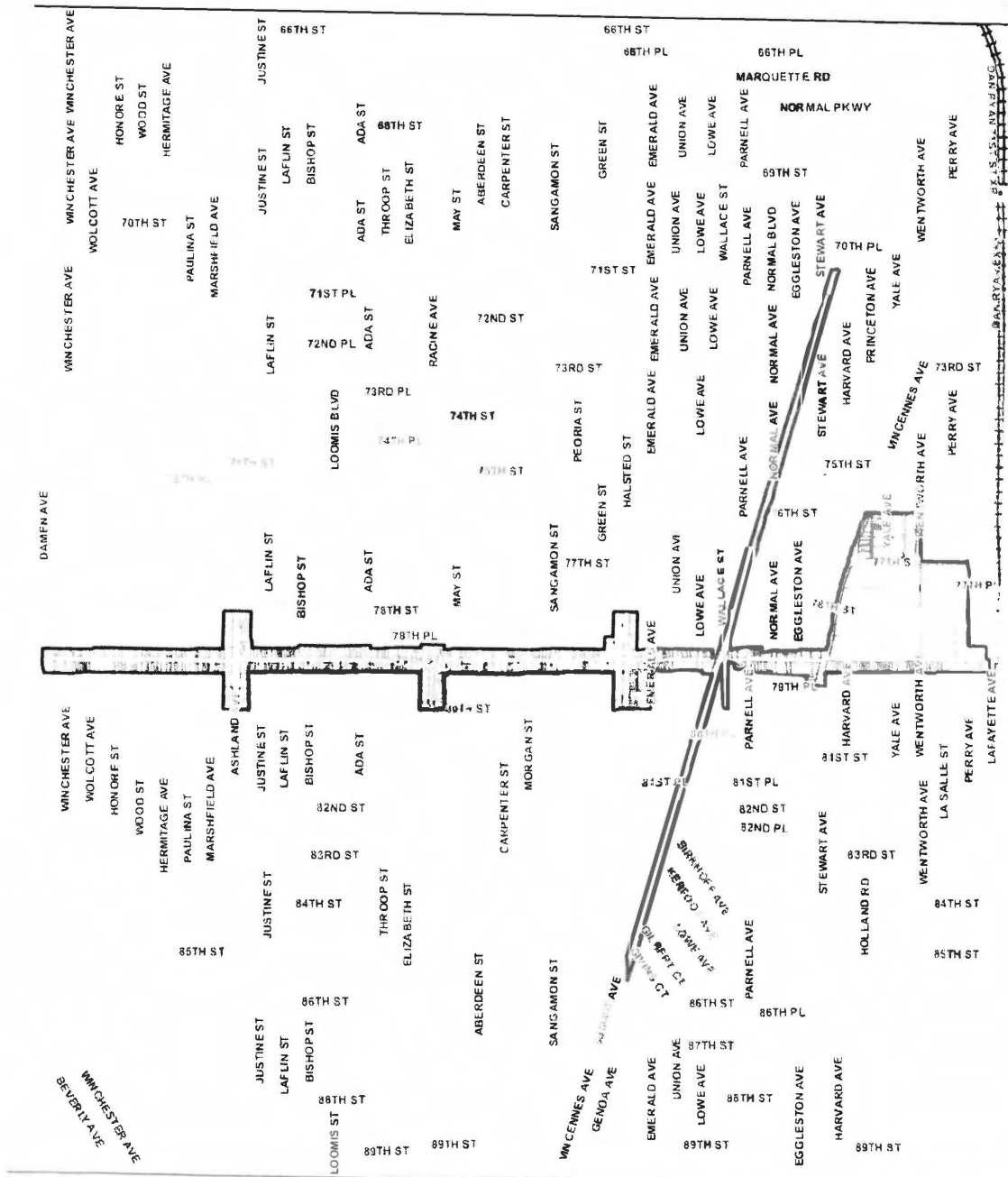
Budget and Services Period: January 1, 2025 through December 31, 2025

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	\$95,373	\$29,539	\$0	\$0	\$0	\$124,912
2.00 Public Way Aesthetics	\$114,997	\$8,199	\$0	\$0	\$0	\$123,196
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$14,000	\$407	\$0	\$0	\$0	\$14,407
5.00 Public Health and Safety Programs	\$45,000	\$17,969	\$0	\$0	\$0	\$62,969
6.00 SSA Management	\$61,600	\$0	\$0	\$0	\$0	\$61,600
7.00 Personnel	\$60,448	\$0		\$0	\$0	\$60,448
Sub-total	\$391,418	\$56,114				
GRAND TOTALS	Levy Total	\$447,532	\$0	\$0	\$0	\$447,532

LEVY ANALYSIS	
Estimated 2024 EAV:	\$26,598,073
Authorized Tax Rate Cap:	1.750%
Maximum Potential Levy limited by Rate Cap:	\$465,466
Requested 2024 Levy Amount:	\$447,532
Estimated Tax Rate to Generate 2023 Levy:	1.6826%

Exhibit 2.

Map.



**Auburn Gresham/79th St
SSA #32 - 2024**



WORKSHEET
10/30/2024 10:30 AM

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 34.

[O2024-0013423]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 34, Uptown (Year 2025) (O2024-0013423), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 34.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
34	.250 percent	\$715,805	Uptown	Uptown United

Establishment Ordinance:

Date: December 7, 2005

Journal pages: pages 64364 through 64468.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014

Journal pages: pages 99551 through 99683.

Date: October 5, 2016

Journal pages: pages 32819 through 32862.

Attached Budget reads as follows:

Budget.

Special Service Area # 34	
SSA Name:	Uptown

2025 BUDGET SUMMARY

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

CATEGORY <small>(Funded Categories Comprise Scope of Services)</small>	2024 Levy		Carryover Funds	TIF Rebate Fund #A09	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$113,182	\$0	\$0	\$0	\$0	\$113,182
2.00 Public Way Aesthetics	\$320,886	\$0	\$40,000	\$4,028	\$0	\$364,914
3.00 Sustainability and Public Places	\$1,000	\$0	\$0	\$0	\$0	\$1,000
4.00 Economic/ Business Development	\$51,000	\$0	\$0	\$0	\$0	\$51,000
5.00 Public Health and Safety Programs	\$15,000	\$0	\$0	\$0	\$0	\$15,000
6.00 SSA Management	\$56,880	\$0	\$0	\$0	\$0	\$56,880
7.00 Personnel	\$157,857	\$0		\$0	\$0	\$157,857
Sub-total	\$715,805	\$0				
GRAND TOTALS	Levy Total	\$715,805	\$40,000	\$4,028	\$0	\$759,833

LEVY ANALYSIS	
Estimated 2024 EAV:	\$286,322,084
Authorized Tax Rate Cap:	0.250%
Maximum Potential Levy limited by Rate Cap:	\$715,805
Requested 2024 Levy Amount:	\$715,805
Estimated Tax Rate to Generate 2023 Levy:	0.2499999%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 35-2015.

[O2024-0013043]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget, 2024 tax levy, and management agreement for Special Service Area Number 35-2015, Lincoln Avenue (O2024-0013043), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 35-2015.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
35-2015	.400 percent	\$450,495	Lincoln Avenue	Lincoln Park Chamber of Commerce

Establishment Ordinance:

Date: December 18, 2015
Journal pages: pages 13277 through 13302.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area #		35-2015
SSA Name:	Lincoln 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 #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$69,000	\$0	\$0	\$0	\$0	\$69,000
2.00 Public Way Aesthetics	\$219,500	\$0	\$120,000	\$0	\$0	\$339,500
3.00 Sustainability and Public Places	\$8,000	\$0	\$0	\$0	\$0	\$8,000
4.00 Economic/ Business Development	\$17,000	\$0	\$0	\$0	\$0	\$17,000
5.00 Public Health and Safety Programs	\$2,500	\$0	\$0	\$0	\$0	\$2,500
6.00 SSA Management	\$30,645	\$0	\$0	\$0	\$0	\$30,645
7.00 Personnel	\$103,850	\$0		\$0	\$0	\$103,850
	Sub-total	\$450,495				
GRAND TOTALS	Levy Total	\$450,495	\$120,000	\$0	\$0	\$570,495

LEVY ANALYSIS	
Estimated 2024 EAV:	\$171,508,306
Authorized Tax Rate Cap:	0.400%
Maximum Potential Levy limited by Rate Cap:	\$686,033
Requested 2024 Levy Amount:	\$450,495
Estimated Tax Rate to Generate 2023 Levy:	0.2627%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 38.

[O2024-0013410]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 38, North Center (Year 2025) (O2024-0013410), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 38.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
38	.333 percent	\$304,141	Northcenter	Northcenter Chamber of Commerce

Establishment Ordinance:

Date: December 7, 2005

Journal pages: pages 64641 through 64736.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014

Journal pages: pages 99684 through 99785.

Attached Budget reads as follows:

Budget.

Special Service Area #	38
SSA Name:	Northcenter

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 #0A13	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$18,000	\$0	\$6,500	\$7,836	\$4,891	\$37,227
2.00 Public Way Aesthetics	\$168,650	\$0	\$46,500	\$65,000	\$1,000	\$281,150
3.00 Sustainability and Public Places	\$7,000	\$0	\$6,000	\$0	\$0	\$13,000
4.00 Economic/ Business Development	\$13,500	\$0	\$2,000	\$0	\$0	\$15,500
5.00 Public Health and Safety Programs	\$5,750	\$0	\$4,500	\$0	\$0	\$10,250
6.00 SSA Management	\$30,309	\$0	\$0	\$0	\$0	\$30,309
7.00 Personnel	\$60,932	\$0		\$0	\$0	\$60,932
Sub-total	\$304,141	\$0				
GRAND TOTALS	Levy Total	\$304,141	\$65,500	\$72,836	\$5,891	\$448,368

LEVY ANALYSIS	
Estimated 2024 EAV:	\$132,846,084
Authorized Tax Rate Cap:	0.333%
Maximum Potential Levy limited by Rate Cap:	\$442,377
Requested 2024 Levy Amount:	\$304,141
Estimated Tax Rate to Generate 2023 Levy:	0.2289%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 39.

[O2024-0013424]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 39, Brighton/Archer (Year 2025) (O2024-0013424), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 39.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
39	1.900 percent	\$958,174	Brighton Park-Archer Heights Special Service Area Commission	Back of the Yards Neighborhood Council

Establishment Ordinance:

Date: November 8, 2006

Journal pages: pages 91079 through 91167.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

	Special Service Area #	39
SSA Name:	Brighton Park & Archer Heights	

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	\$88,250	\$0	\$10,000	\$0	\$0	\$98,250
2.00 Public Way Aesthetics	\$400,363	\$68,454	\$180,000	\$0	\$0	\$648,817
3.00 Sustainability and Public Places	\$5,000	\$0	\$0	\$0	\$0	\$5,000
4.00 Economic/Business Development	\$157,423	\$0	\$0	\$0	\$0	\$157,423
5.00 Public Health and Safety Programs	\$4,000	\$0	\$0	\$0	\$0	\$4,000
6.00 SSA Management	\$67,850	\$0	\$0	\$0	\$0	\$67,850
7.00 Personnel	\$166,834	\$0		\$0	\$0	\$166,834
	Sub-total	\$889,720	\$68,454			
GRAND TOTALS	Levy Total	\$958,174	\$190,000	\$0	\$0	\$1,148,174

LEVY ANALYSIS	
Estimated 2024 EAV:	\$80,692,521
Authorized Tax Rate Cap:	1.900%
Maximum Potential Levy limited by Rate Cap:	\$1,533,158
Requested 2024 Levy Amount:	\$958,174
Estimated Tax Rate to Generate 2023 Levy:	1.1874%

EXTENSION OF TERM, IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 42.

[O2024-0013411]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance extending term from 2024 to 2038, scope of services, budget and management agreement for Special Service Area Number 42, 71st-Stony Island (Year 2025) (O2024-0013411), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 (the "Area") as indicated therein and authorized the levy of certain annual taxes beginning in 2015 through and including 2024 (the "Second Levy Period"), not to exceed the annual rate 2.00 percent (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein to provide certain special services (the "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; and

WHEREAS, The City Council finds that it is in the best interests of the City to: (i) authorize certain Special Services in the Area; (ii) authorize the Levy Cap at a maximum annual rate of 2.00 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 Second Levy Period to a period from tax year 2024 through and including tax year 2038 (the "Extended Levy Period"); 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. Findings. The City Council finds and declares as follows:

(a) The City Council enacted an ordinance on October 9, 2024 authorizing a public hearing (the "Public Hearing") to consider: (i) authorize certain Special Services in the Area; (ii) authorize the Levy Cap at a maximum annual rate of 2.00 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 Second Levy Period to a period from tax year 2024 through and including tax year 2038 (the "Extended Levy Period"); and

(b) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Tribune*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(c) The notice complied with all of the applicable provisions of the Act; and

(d) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(e) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City to, authorize the Special Services in the Area, and authorize the Extended Levy Period in the Area, all as provided in this ordinance; and

(f) The Public Hearing was finally adjourned on October 10, 2024; and

(g) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(h) The City Council hereby finds and determines that it is in the best interests of the City to: (i) authorize certain Special Services in the Area; (ii) authorize the Levy Cap at a maximum annual rate of 2.00 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 Second Levy Period to a period from tax year 2024 through and including tax year 2038 (the "Extended Levy Period"); and

SECTION 3. Special Services Authorized. The Special Services authorized hereby 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. 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 4. 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 5. 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 6. Filing. The City Clerk is hereby ordered and directed to file in the Office of 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 7. 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 4 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 7 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 4 and 5 hereof.

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

Exhibit "A".

Special Service Area No. 42.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
42	2.00 percent	\$755,029	71 st /Stony Island Special Service Area	South Shore Chamber of Commerce

Establishment Ordinance:

Date: November 15, 2006

Journal pages: pages 92432 through 92516.

Amendment(s) to Establishment Ordinance:

Date: December 9, 2015

Journal pages: pages 14750 through 14756.

Date: November 1, 2016

Journal pages: pages 35103 through 35108.

Attached Budget reads as follows:

Budget.

Special Service Area # 42
SSA Name: 71st Street / Stony Island

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 #0A19	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$116,030	\$0	\$0	\$0	\$0	\$116,030
2.00 Public Way Aesthetics	\$220,950	\$56,793	\$95,000	\$0	\$56,793	\$429,536
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	\$158,100	\$0	\$0	\$0	\$0	\$158,100
6.00 SSA Management	\$36,330	\$0	\$0	\$0	\$0	\$36,330
7.00 Personnel	\$166,826	\$0		\$0	\$0	\$166,826
Sub-total	\$698,236	\$56,793				
GRAND TOTALS	Levy Total	\$755,029	\$95,000	\$0	\$56,793	\$906,822

LEVY ANALYSIS	
Estimated 2024 EAV:	\$37,862,600
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$757,252
Requested 2024 Levy Amount:	\$755,029
Estimated Tax Rate to Generate 2023 Levy:	1.9941%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 45.

[O2024-0013469]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 45, 103rd/Halsted Street (Year 2025) (O2024-0013469), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, 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. 45.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
45	2.00 percent	\$890,791	103 rd /Halsted Special Service Area Commission	Far South CDC

Establishment Ordinance:

Date: December 2, 2009

Journal pages: pages 80421 through 80432.

Amendment(s) to Establishment Ordinance:

Date: November 14, 2018

Journal pages: pages 90628 through 90645.

Attached Budget reads as follows:

Budget.

Special Service Area # 45	
SSA Name:	103rd / Halsted St

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 #0A75	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$48,172	\$39,139	\$14,139	\$0	\$15,000	\$116,450
2.00 Public Way Aesthetics	\$70,000	\$70,000	\$15,000	\$0	\$30,000	\$185,000
3.00 Sustainability and Public Places	\$53,750	\$41,250	\$0	\$0	\$62,500	\$157,500
4.00 Economic/ Business Development	\$50,000	\$45,000	\$15,000	\$0	\$50,000	\$160,000
5.00 Public Health and Safety Programs	\$181,429	\$24,871	\$9,000	\$0	\$62,760	\$278,060
6.00 SSA Management	\$75,806	\$0	\$0	\$0	\$0	\$75,806
7.00 Personnel	\$191,374	\$0		\$0	\$0	\$191,374
Sub-total	\$670,531	\$220,260				
GRAND TOTALS	Levy Total	\$890,791	\$53,139	\$0	\$220,260	\$1,164,190

LEVY ANALYSIS	
Estimated 2024 EAV:	\$54,263,342
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$1,085,267
Requested 2024 Levy Amount:	\$890,791
Estimated Tax Rate to Generate 2023 Levy:	1.6416%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 47.

[O2024-0013044]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 47, Cottage Grove/47th Street (O2024-0013044), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 47.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
47	3.00 percent	\$388,452	47 th Street and Cottage Grove Special Service Area Commission	Quad Communities Development Corporation, NFP

Establishment Ordinance:

Date: November 12, 2008
Journal pages: pages 45869 through 45943.

Amendment(s) to Establishment Ordinance:

Date: December 13, 2017
Journal pages: pages 62805 through 62822.

Attached Budget reads as follows:

Budget.

	Special Service Area #	47
SSA Name: Cottage Grove/47th 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 #A71	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$105,500	\$5,984	\$0	\$0	\$0	\$111,484
2.00 Public Way Aesthetics	\$166,500	\$0	\$0	\$25,252	\$0	\$191,752
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	\$37,568	\$0	\$0	\$0	\$0	\$37,568
7.00 Personnel	\$72,900	\$0		\$0	\$0	\$72,900
Sub-total	\$382,468	\$5,984				
GRAND TOTALS	Levy Total	\$388,452	\$0	\$25,252	\$0	\$413,704

LEVY ANALYSIS	
Estimated 2024 EAV:	\$35,327,192
Authorized Tax Rate Cap:	3.000%
Maximum Potential Levy limited by Rate Cap:	\$1,059,816
Requested 2024 Levy Amount:	\$388,452
Estimated Tax Rate to Generate 2023 Levy:	1.0996%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 55.

[O2024-0013045]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 55, 111th Street/Kedzie (O2024-0013045), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 55.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
55	1.250 percent	\$63,203	111 th /Kedzie Special Service Area Commission	Mount Greenwood Community and Business Association

Establishment Ordinance:

Date: December 12, 2012
Journal pages: pages 43344 through 43427.

Amendment(s) to Establishment Ordinance:

Date: December 15, 2021
Journal pages: pages 42222 through 42227.

Attached Budget reads as follows:

Budget.

Special Service Area #	55
SSA Name:	111th Street/Kedzie

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 #546	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$14,506	\$252	\$0	\$11,621	\$129	\$26,508
2.00 Public Way Aesthetics	\$36,152	\$1,493	\$0	\$13,000	\$3,365	\$54,010
3.00 Sustainability and Public Places	\$0	\$100	\$0	\$0	\$0	\$100
4.00 Economic/ Business Development	\$0	\$100	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$149	\$149
6.00 SSA Management	\$7,900	\$0	\$0	\$0	\$0	\$7,900
7.00 Personnel	\$2,700	\$0		\$0	\$0	\$2,700
	Sub-total	\$61,258	\$1,945			
GRAND TOTALS	Levy Total	\$63,203	\$0	\$24,621	\$3,643	\$91,467

LEVY ANALYSIS	
Estimated 2024 EAV:	\$11,273,289
Authorized Tax Rate Cap:	1.250%
Maximum Potential Levy limited by Rate Cap:	\$140,916
Requested 2024 Levy Amount:	\$63,203
Estimated Tax Rate to Generate 2023 Levy:	0.5606%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 56-2022.

[O2024-0013046]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget, tax levy and service provider agreement for Special Service Area Number 56-2022, Bronzeville (O2024-0013046), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, 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. 56-2022.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
56-2022	2.100 percent	\$122,586	Bronzeville Special Service Area Commission	Quad Communities Development Corporation, NFP

Establishment Ordinance:

Date: December 14, 2022
Journal pages: pages 57958 through 57971.

Attached Budget reads as follows:

Budget.

Special Service Area #	56-2022
SSA Name:	Bronzeville

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 #D47	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$15,700	\$0	\$0	\$2,540	\$0	\$18,240
2.00 Public Way Aesthetics	\$55,853	\$26,597	\$0	\$0	\$0	\$82,450
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	\$12,594	\$0	\$0	\$0	\$0	\$12,594
7.00 Personnel	\$11,842	\$0		\$0	\$0	\$11,842
Sub-total	\$95,989	\$26,597				
GRAND TOTALS	Levy Total	\$122,586	\$0	\$2,540	\$0	\$125,126

LEVY ANALYSIS	
Estimated 2024 EAV:	\$10,506,797
Authorized Tax Rate Cap:	2.100%
Maximum Potential Levy limited by Rate Cap:	\$220,643
Requested 2024 Levy Amount	\$122,586
Estimated Tax Rate to Generate 2023 Levy:	1.1667%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 59-2022.

[O2024-0013489]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 59-2022, 59th Street (Year 2025) (O2024-0013489), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 59-2022.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
59-2022	.50 percent	\$185,447	59 th Street Special Service Area Commission	Greater Southwest Development Corporation

Establishment Ordinance:

Date: December 14, 2022

Journal pages: pages 57972 through 57991.

Attached Budget reads as follows:

Budget.

Special Service Area #		59-2022
SSA Name:	59th 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 #0D10	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$20,500	\$2,190	\$10,000	\$0	\$0	\$32,690
2.00 Public Way Aesthetics	\$107,084	\$0	\$15,000	\$19,626	\$0	\$141,710
3.00 Sustainability and Public Places	\$2,500	\$0	\$0	\$0	\$0	\$2,500
4.00 Economic/ Business Development	\$5,000	\$0	\$0	\$0	\$0	\$5,000
5.00 Public Health and Safety Programs	\$14,000	\$0	\$10,000	\$0	\$0	\$24,000
6.00 SSA Management	\$12,750	\$0	\$0	\$0	\$0	\$12,750
7.00 Personnel	\$21,423	\$0		\$0	\$0	\$21,423
Sub-total	\$183,257	\$2,190				
GRAND TOTALS	Levy Total	\$185,447	\$35,000	\$19,626	\$0	\$240,073

LEVY ANALYSIS	
Estimated 2024 EAV:	\$55,074,063
Authorized Tax Rate Cap:	0.500%
Maximum Potential Levy limited by Rate Cap:	\$275,370
Requested 2024 Levy Amount:	\$185,447
Estimated Tax Rate to Generate 2023 Levy:	0.3367%

LEVY CHANGE FROM PREVIOUS YEAR	
2023 Levy Total (in 2024 budget)	\$194,737
2024 Levy Total (in 2025 budget)	\$185,447
Percentage Change	-4.77%
Community meeting required if levy amount increases greater than 5% from previous levy.	

CARRYOVER CALCULATION	
2024 Budget Total	\$194,737
Carryover request for 2025	\$35,000
Percentage	17.973%
Must be less than 25%	

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 61-2023.

[O2024-0013476]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 61-2023, Hyde Park (Year 2025) (O2024-0013476), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 61-2023.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
61-2023	.950 percent	\$279,919	Hyde Park	South East Chicago Commission

Establishment Ordinance:

Date: November 15, 2023
Journal pages: pages 6964 through 6978.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 61-2023	
SSA Name:	Hyde Park

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 #0D51	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$46,500	\$3,000	\$17,500	\$0	\$0	\$67,000
2.00 Public Way Aesthetics	\$135,025	\$12,976	\$0	\$0	\$0	\$148,001
3.00 Sustainability and Public Places	\$0	\$0	\$79,000	\$0	\$0	\$79,000
4.00 Economic/ Business Development	\$0	\$0	\$12,500	\$0	\$0	\$12,500
5.00 Public Health and Safety Programs	\$500	\$0	\$2,500	\$0	\$0	\$3,000
6.00 SSA Management	\$19,351	\$600	\$0	\$0	\$0	\$19,951
7.00 Personnel	\$61,967	\$0		\$0	\$0	\$61,967
Sub-total	\$263,343	\$16,576				
GRAND TOTALS	Levy Total	\$279,919	\$111,500	\$0	\$0	\$391,419

LEVY ANALYSIS	
Estimated 2024 EAV:	\$42,793,163
Authorized Tax Rate Cap:	0.950%
Maximum Potential Levy limited by Rate Cap:	\$406,535
Requested 2024 Levy Amount:	\$279,919
Estimated Tax Rate to Generate 2023 Levy:	0.6541%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 62.

[O2024-0013412]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 62, Sauganash (Year 2025) (O2024-0013412), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, 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. 62.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
62	0.50 percent	\$80,067	Sauganash Special Service Area Commission	Edgebrook Sauganash Chamber of Commerce

Establishment Ordinance:

Date: December 11, 2013

Journal pages: pages 70599 through 70677.

Amendment(s) to Establishment Ordinance:

Date: December 14, 2022

Journal pages: pages 57992 through 57997.

Attached Budget reads as follows:

Budget.

Special Service Area #	62
SSA Name:	Sauganash

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 #0D13	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$30,400	\$397	\$9,000	\$0	\$0	\$39,797
2.00 Public Way Aesthetics	\$24,200	\$0	\$15,000	\$0	\$0	\$39,200
3.00 Sustainability and Public Places	\$100	\$0	\$0	\$0	\$0	\$100
4.00 Economic/ Business Development	\$100	\$0	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$5,000	\$0	\$0	\$0	\$0	\$5,000
6.00 SSA Management	\$5,350	\$0	\$0	\$0	\$0	\$5,350
7.00 Personnel	\$14,520	\$0		\$0	\$0	\$14,520
Sub-total	\$79,670	\$397				
GRAND TOTALS	Levy Total	\$80,067	\$24,000	\$0	\$0	\$104,067

LEVY ANALYSIS	
Estimated 2024 EAV:	\$20,611,518
Authorized Tax Rate Cap:	0.500%
Maximum Potential Levy limited by Rate Cap:	\$103,058
Requested 2024 Levy Amount:	\$80,067
Estimated Tax Rate to Generate 2023 Levy:	0.3885%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 69.

[O2024-0013413]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 69, Ashland/95th Street (Year 2025) (O2024-0013413), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 69.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
69	2.00 percent	\$466,882	95 th & Ashland Special Service Area Commission	Greater Auburn-Gresham Development Corporation

Establishment Ordinance:

Date: December 10, 2014

Journal pages: pages 99864 through 99949.

Amendment(s) to Establishment Ordinance:

Date: October 31, 2018

Journal pages: pages 86742 through 86747.

Date: November 15, 2023

Journal pages: pages 6990 through 6995.

Attached Budget reads as follows:

Budget.

Special Service Area #	69
SSA Name: 95th/Ashland	

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 #0D16	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$44,000	\$21,430	\$0	\$0	\$0	\$65,430
2.00 Public Way Aesthetics	\$130,496	\$5,904	\$2,000	\$0	\$5,000	\$143,400
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$66,500	\$11,735	\$0	\$0	\$0	\$78,235
5.00 Public Health and Safety Programs	\$60,000	\$14,600	\$0	\$0	\$0	\$74,600
6.00 SSA Management	\$55,559	\$0	\$0	\$0	\$0	\$55,559
7.00 Personnel	\$56,658	\$0		\$0	\$0	\$56,658
Sub-total	\$413,213	\$53,669		\$0	\$0	\$473,882
GRAND TOTALS	Levy Total	\$466,882	\$2,000	\$0	\$5,000	\$473,882

LEVY ANALYSIS	
Estimated 2024 EAV:	\$37,047,395
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$740,948
Requested 2024 Levy Amount:	\$466,882
Estimated Tax Rate to Generate 2023 Levy:	1.2602%

LEVY CHANGE FROM PREVIOUS YEAR	
2023 Levy Total (in 2024 budget)	\$463,882
2024 Levy Total (in 2025 budget)	\$466,882
Percentage Change	0.65%
Community meeting required if levy amount increases greater than 5% from previous levy.	

CARRYOVER CALCULATION	
2024 Budget Total	\$470,882
Carryover request for 2025	\$2,000
Percentage	0.425%
Must be less than 25%	

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 73.

[O2024-0013048]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 73, Chinatown (O2024-0013048), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 73.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
73	0.800 percent	\$89,866	Chinatown Commission	Chicago Chinatown Chamber of Commerce

Establishment Ordinance:

Date: December 13, 2017

Journal pages: pages 62833 through 62845.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 73						
SSA Name:	Chinatown					
2025 BUDGET SUMMARY						
Budget and Services Period: January 1, 2025 through December 31, 2025						
2024 Levy						
CATEGORY (Funded Categories Comprise Scope of Services)	Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #D32	Estimated Late Collections and Interest	Total All Sources
1.00 Customer Attraction	\$5,000	\$1,466	\$0	\$2,000	\$1,466	\$9,932
2.00 Public Way Aesthetics	\$27,000	\$0	\$10,000	\$2,000	\$0	\$39,000
3.00 Sustainability and Public Places	\$25,000	\$0	\$0	\$2,000	\$0	\$27,000
4.00 Economic/ Business Development	\$5,500	\$0	\$10,000	\$4,484	\$0	\$19,984
5.00 Public Health and Safety Programs	\$100	\$0	\$0	\$0	\$0	\$100
6.00 SSA Management	\$5,800	\$0	\$0	\$1,000	\$0	\$6,800
7.00 Personnel	\$20,000	\$0		\$0	\$0	\$20,000
Sub-total	\$88,400	\$1,466				
GRAND TOTALS	Levy Total	\$89,866	\$20,000	\$11,484	\$1,466	\$122,816

LEVY ANALYSIS	
Estimated 2024 EAV:	\$62,609,135
Authorized Tax Rate Cap:	0.800%
Maximum Potential Levy limited by Rate Cap:	\$500,873
Requested 2024 Levy Amount:	\$89,866
Estimated Tax Rate to Generate 2023 Levy:	0.1435%

ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 76-2024, IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 76-2024.
[O2024-0013493]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance establishing new Special Service Area Number 76-2024, North Michigan Avenue, approval of 2025 budget and imposition of Year 2024 tax rate and levy (O2024-0013493), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 (the "Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as Special Service Area Number 76-2024 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area for a period of two (2) years sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, The City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2025; 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. Findings. The City Council finds and declares as follows:

(a) The Area, as established by this ordinance, consists of contiguous territory in the City; and

(b) The City Council adopted an ordinance on October 9, 2024, authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services; and

(c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Tribune*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(d) The notice complied with all of the applicable provisions of the Act; and

(e) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(f) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance; and

(g) The Public Hearing was finally adjourned on October 10, 2024; and

(h) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established, and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 76-2024. The approximate street location of said territory consists of both sides of Michigan Avenue, between Oak Street and south to the Chicago River. A legal description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of permanent index numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby 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. 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 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 2024 through and including 2025 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed an annual rate of 0.050 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area No. 76-2024.

Special Service Area Budget.

For the fiscal year beginning January 1, 2025, and ending December 31, 2025.

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	\$1,059,119
TOTAL BUDGET REQUEST:	\$1,059,119

Source Of Funding:

Tax levy not to exceed an annual rate of 0.050 percent of the equalized assessed value of taxable property within Special Service Area Number 76-2024	\$1,059,119
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SECTION 7. Levy Of Taxes. There is hereby levied pursuant to: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the provisions of the Act; and (iii) the provisions of this ordinance, the sum of \$1,059,119 as the amount of the Services Tax for the year 2024.

SECTION 8. Commission Authorized. There is hereby established the North Michigan Avenue Advisory Council Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, five (5) members shall be appointed to serve for three-year terms, and four (4) members shall be appointed to serve for two-year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the chairman of the Commission, and he/she shall serve not more than two successive two-year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers Of The Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefore, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Commissioner of the Department of Planning and Development (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 (the "Service Provider Agreement") as authorized herein

with Magnificent Mile Association, an Illinois not-for-profit corporation, as the service provider (the "Service Provider"), for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The budget attached as Exhibit 5 hereto and hereby incorporated herein (the "Budget") shall also 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 sums appropriated in Section 6 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 make a copy of the executed Service Provider Agreement 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 10 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 6 and 7 hereof.

SECTION 11. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk 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 owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Service Provider.

SECTION 12. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 13. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area, and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Cook County Clerk's Office, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, 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 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 14. 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 15. 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 16. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed
on page 19600 of this *Journal*.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

Exhibit 1.

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 of 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 Trustee's 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.

*Exhibit 3.**Permanent Index Numbers.*

17101220210000	17032260580000	17101100050000	17101260050000
17032070630000	17032260590000	17101100060000	17101290140000
17032070660000	17032260600000	17101130030000	17101290150000
17032080010000	17032260610000	17101130040000	17101290160000
17032110290000	17032260620000	17101140060000	17101290190000
17032110340000	17032260630000	17101140170000	17101290200000
17032110350000	17032260640000	17101170100000	17101300070000
17032110360000	17032310010000	17101170110000	17101300080000
17032130050000	17032310090000	17101180060000	17101300090000
17032130180000	17032310100000	17101180170000	17101300100000
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17032130210000	17032310120000	17101180190000	17101330040000
17032130220000	17032310130000	17101210060000	17101330050000
17032130230000	17032310140000	17101210070000	17101330060000
17032190010000	17032310150000	17101210080000	17101330070000
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17032200270000	17101050130000	17101220040000	17101370120000
17032200280000	17101050150000	17101220050000	17101370130000
17032200290000	17101050160000	17101220060000	17101370140000
17032200300000	17101060010000	17101220240000	17102000651001
17032250280000	17101060090000	17101250120000	17102000690000
17032250290000	17101060100000	17101250130000	17102000740000
17032260300000	17101090070000	17101250140000	17102000750000
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17032260320000	17101090140000	17101250160000	17102000770000
17032260540000	17101100010000	17101250170000	17102000780000
17032260550000	17101100020000	17101250180000	17102000840000
17032260560000	17101100030000	17101260010000	17102000850000
17032260570000	17101100040000	17101260020000	

*Exhibit 3.**Excluded Residential Permanent Index Numbers.
(Page 1 of 3)*

17101300250000	17101300261091	17101300261050	17101300261154
17101300261108	17101300261111	17101300261012	17101300261155
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17101300261017	17101300261085	17101300261007	17101300261161
17101300261105	17101300261061	17101300261005	17101300261162
17101300261100	17101300261078	17101300261021	17101300261163
17101300261102	17101300261068	17101300261006	17101300261164
17101300261099	17101300261079	17101300261056	17101300261165
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*Exhibit 3.**Excluded Residential Permanent Index Numbers.
(Page 2 of 3)*

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17101300261143	17101300261222	17101300261282	17101300261345
17101300261157	17101300261223	17101300261283	17101300261346

Exhibit 3.

*Excluded Residential Permanent Index Numbers.
(Page 3 of 3)*

17101300261347	17101300261350	17101300261353	17101300261358
17101300261348	17101300261351	17101300261355	17101300261359
17101300261349	17101300261352	17101300261357	

*Exhibit 4.**Public Hearing.*
(Page 1 of 2)**Chicago Tribune**

Sold To:
The Magnificent Mile Association - CU80097090
625 N Michigan Ave, Ste 401
Chicago, IL 60611

Bill To:
The Magnificent Mile Association - CU80097090
625 N Michigan Ave, Ste 401
Chicago, IL 60611

Classified Advertising: 7700555
Purchase Order: SSA76

Certificate of Publication:
State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Chicago Tribune. The Chicago Tribune is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Chicago, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Chicago Tribune, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 9/24/2024, and the last publication of the notice was made in the newspaper dated and published on 9/24/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

On the following days, to-wit: Sep 24, 2024.

Executed at Chicago, Illinois on this
2nd Day of October, 2024, by

Chicago Tribune Company



Jeremy Gates

Exhibit 5.

Budget.

Special Service Area #	76-2024
SSA Name:	North Michigan Avenue

2025 BUDGET SUMMARY

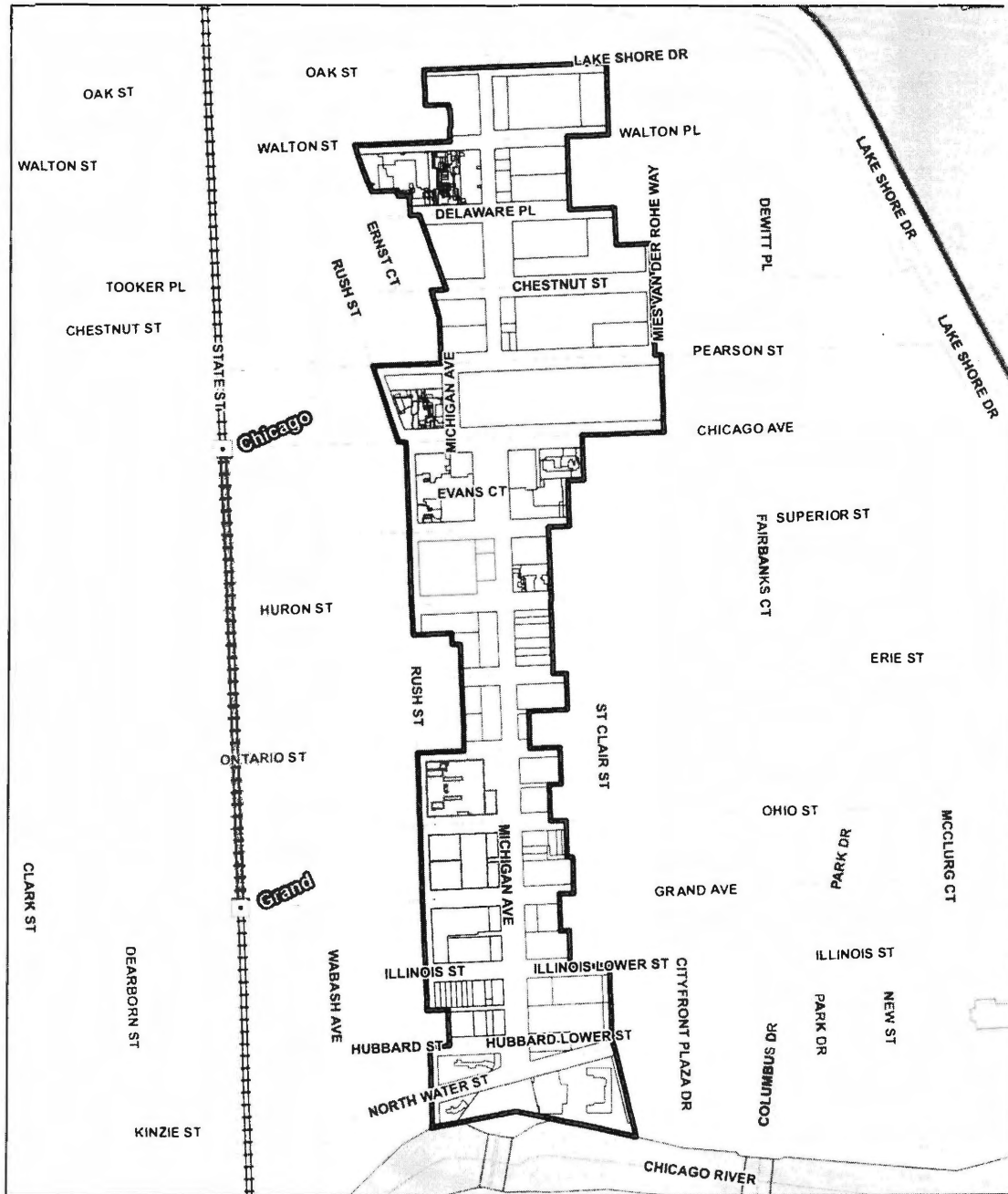
Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$109,000	\$0	\$0	\$0	\$0	\$109,000
2.00 Public Way Aesthetics	\$243,187	\$0	\$0	\$0	\$0	\$243,187
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$100,000	\$0	\$0	\$0	\$0	\$100,000
5.00 Public Health and Safety Programs	\$405,000	\$0	\$0	\$0	\$0	\$405,000
6.00 SSA Management	\$23,450	\$0	\$0	\$0	\$0	\$23,450
7.00 Personnel	\$178,482	\$0		\$0	\$0	\$178,482
Sub-total	\$1,059,119	\$0				
GRAND TOTALS	Levy Total	\$1,059,119	\$0	\$0	\$0	\$1,059,119

LEVY ANALYSIS	
Estimated 2024 EAV:	\$2,296,193,711
Authorized Tax Rate Cap:	0.050%
Maximum Potential Levy limited by Rate Cap:	\$1,148,097
Requested 2024 Levy Amount:	\$1,059,119
Estimated Tax Rate to Generate 2023 Levy:	0.0461%

Exhibit 2.

Map.



Michigan Avenue
SSA #76



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IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 79.

[O2024-0013470]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 79, Lawrence/Pulaski/Elston (Year 2025) (O2024-0013470), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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. 79.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
79	1.50 percent	\$323,411	Lawrence/Pulaski/Elston Special Service Area Commission	Pulaski Elston Business Association

Establishment Ordinance:

Date: December 15, 2021

Journal pages: pages 42332 through 42353.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 79
SSA Name: Lawrence/Pulaski/Elston

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 #0D41	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$53,350	\$0	\$0	\$0	\$0	\$53,350
2.00 Public Way Aesthetics	\$145,150	\$9,211	\$90,000	\$0	\$0	\$244,361
3.00 Sustainability and Public Places	\$5,000	\$0	\$0	\$0	\$0	\$5,000
4.00 Economic/ Business Development	\$100	\$0	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$2,000	\$0	\$0	\$0	\$0	\$2,000
6.00 SSA Management	\$24,600	\$0	\$0	\$0	\$0	\$24,600
7.00 Personnel	\$84,000	\$0		\$0	\$0	\$84,000
Sub-total	\$314,200	\$9,211				
GRAND TOTALS	Levy Total	\$323,411	\$90,000	\$0	\$0	\$413,411

LEVY ANALYSIS	
Estimated 2024 EAV:	\$63,778,189
Authorized Tax Rate Cap:	1.500%
Maximum Potential Levy limited by Rate Cap:	\$956,673
Requested 2024 Levy Amount:	\$323,411
Estimated Tax Rate to Generate 2023 Levy:	0.5071%

IMPOSITION OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 80.

[O2024-0013494]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance for a scope of services, budget and management agreement for Special Service Area Number 80, Englewood (Year 2025) (O2024-0013494), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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(I) 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 City has not yet appointed the Commission and instead the City's Department of Planning and Development ("DPD") has prepared and transmitted its 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 of Planning and Development, or a designee thereof (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, 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. 80.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
80	2.0 percent	\$131,878	N/A	Greater Englewood Community Development Corporation

Establishment Ordinance:

Date: December 14, 2022

Journal pages: pages 58025 through 58043.

Attached Budget reads as follows:

Budget.

Special Service Area # 80	
SSA Name:	Englewood

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 #0D49	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$14,250	\$750	\$250	\$0	\$0	\$15,250
2.00 Public Way Aesthetics	\$22,423	\$0	\$3,050	\$0	\$0	\$25,473
3.00 Sustainability and Public Places	\$8,500	\$0	\$0	\$0	\$0	\$8,500
4.00 Economic/ Business Development	\$28,955	\$0	\$5,000	\$0	\$0	\$33,955
5.00 Public Health and Safety Programs	\$40,000	\$0	\$0	\$0	\$0	\$40,000
6.00 SSA Management	\$17,000	\$0	\$0	\$0	\$0	\$17,000
7.00 Personnel	\$0	\$0		\$0	\$0	\$0
	Sub-total	\$131,128	\$750			
GRAND TOTALS	Levy Total	\$131,878	\$8,300	\$0	\$0	\$140,178

LEVY ANALYSIS	
Estimated 2024 EAV:	\$13,665,717
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$273,314
Requested 2024 Levy Amount:	\$131,878
Estimated Tax Rate to Generate 2023 Levy:	0.9650%

ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 81, EXTENSION OF TAX LEVY TERM, INCREASE OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 81.

[O2024-0013416]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance establishing new Special Service Area Number 81, 87th Street Business Corridor (O2024-0013416), approval of 2025 budget and imposition of Year 2024 tax and levy introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 (the "Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as Special Service Area Number 81 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area for a period of ten (10) years sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, The City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2025; 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. Findings. The City Council finds and declares as follows:

(a) The Area, as established by this ordinance, consists of contiguous territory in the City; and

(b) The City Council adopted an ordinance on October 9, 2024, authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services; and

(c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Tribune*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(d) The notice complied with all of the applicable provisions of the Act; and

(e) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(f) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance; and

(g) The Public Hearing was finally adjourned on October 10, 2024; and

(h) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established, and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 81. 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. A legal description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of permanent index numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby 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. 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 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 2024 through and including 2033 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed an annual rate of 2.0 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area No. 81.

Special Service Area Budget.

For the fiscal year beginning January 1, 2025, and ending December 31, 2025.

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	\$1,108,600
TOTAL BUDGET REQUEST:	\$1,108,600
Source Of Funding:	
Tax levy not to exceed an annual rate of 2.0 percent of the equalized assessed value of taxable property within Special Service Area Number 81	\$1,108,600

SECTION 7. Levy Of Taxes. There is hereby levied pursuant to: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the provisions of the Act; and (iii) the provisions of this ordinance, the sum of \$1,108,600 as the amount of the Services Tax for the year 2024.

SECTION 8. Commission Authorized. There is hereby established the 87th Street Business Corridor Special Service Area Commission (the "Commission") which shall consist of five (5) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, three (3) members shall be appointed to serve for three-year terms, and two (2) members shall be appointed to serve for two-year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the chairman of the Commission, and he/she shall serve not more than two successive two-year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers Of The Commission. The Commission is hereby granted the following powers:

- (a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and
- (b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Commissioner of the Department of Planning and Development (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 (the "Service Provider Agreement") as authorized herein with Greater Auburn Gresham Development Corporation, an Illinois not-for-profit corporation, as the service provider (the "Service Provider"), for a one-year term in a form acceptable to such

Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The budget attached as Exhibit 5 hereto and hereby incorporated herein (the "Budget") shall also 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 sums appropriated in Section 6 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 make a copy of the executed Service Provider Agreement 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 10 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 6 and 7 hereof.

SECTION 11. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk 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 owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Service Provider.

SECTION 12. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 13. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area, and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Cook County Clerk's Office, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, 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 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 14. 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 15. 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 16. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed
on page 19625 of this *Journal*.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

Exhibit 1.

Special Service Area No. 81.

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 the 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 the south 23 acres, 476 feet north of the south line thereof; thence south along said east line of the south 23 acres, 476 feet to the said south line of the 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 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 08, 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.

Exhibit 3.

Permanent Index Numbers.
(Page 1 of 2)

20332240180000	20334010120000	20334010380000	20334020320000
20332240200000	20334010130000	20334010390000	20334020330000
20332240220000	20334010140000	20334010400000	20334020340000
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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
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20334010110000	20334010370000	20334020310000	20334030110000

*Exhibit 3.**Permanent Index Numbers.
(Page 2 of 2)*

20334030120000	20334030380000	20334090190000	25042000300000
20334030130000	20334030390000	20334090200000	25042000310000
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20334030360000	20334080210000	25042000280000	
20334030370000	20334080220000	25042000290000	

*Exhibit 4.**Public Hearing.
(Page 1 of 2)*

Chicago Tribune

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Chicago, IL 60620

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Classified Advertising: 7700578
Purchase Order: SSA81

Certificate of Publication:

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Chicago Tribune. The Chicago Tribune is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Chicago, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Chicago Tribune, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 9/24/2024, and the last publication of the notice was made in the newspaper dated and published on 9/24/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

On the following days, to-wit: Sep 24, 2024.

Executed at Chicago, Illinois on this

2nd Day of October, 2024, by

Chicago Tribune Company



Jeremy Gates

Exhibit 5.

Budget.

Special Service Area #	81
SSA Name:	87th Street Business Corridor

2025 BUDGET SUMMARY

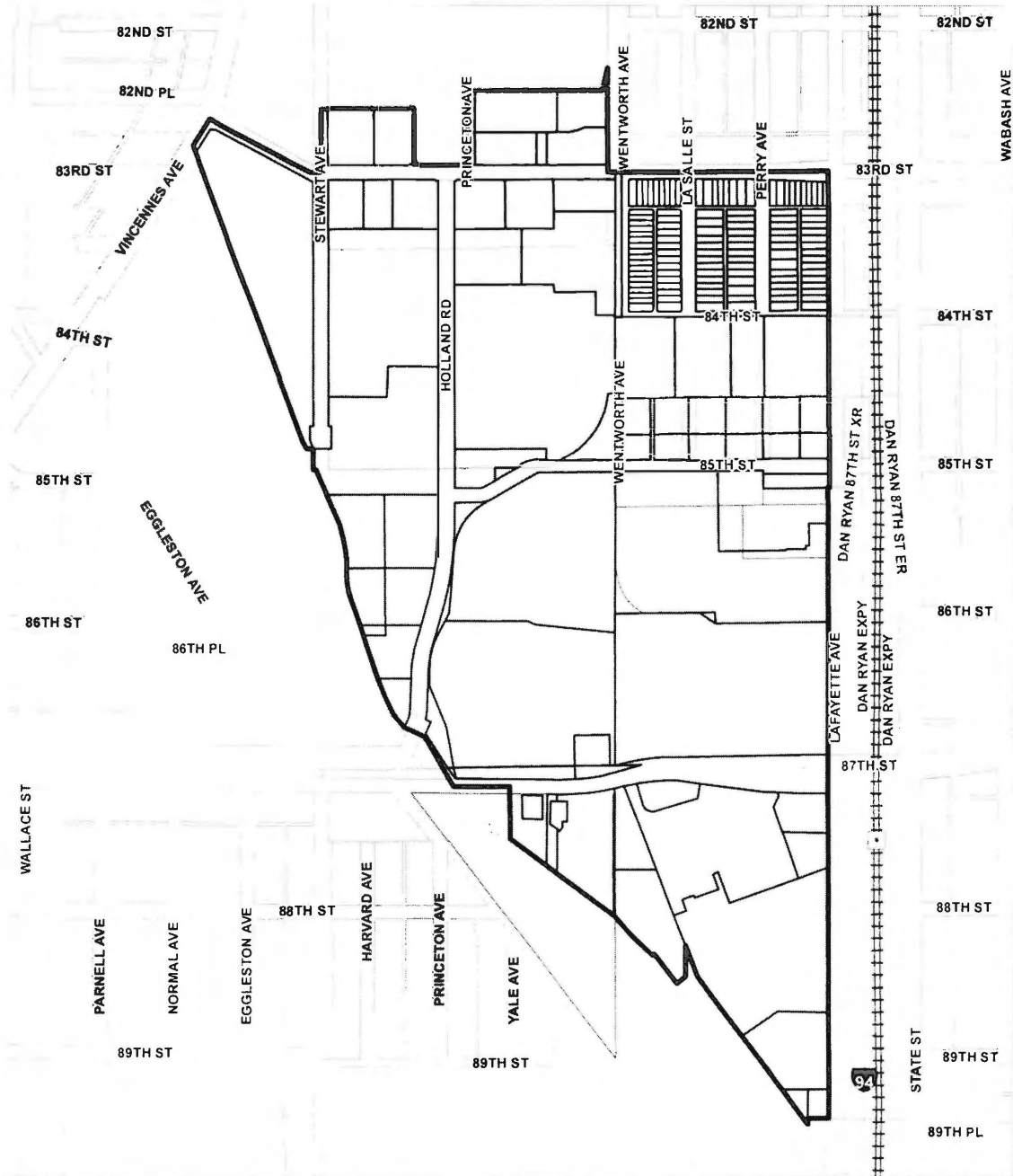
Budget and Services Period: January 1, 2025 through December 31, 2025

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	\$94,000	\$10,000	\$0	\$0	\$0	\$104,000
2.00 Public Way Aesthetics	\$216,000	\$30,000	\$0	\$0	\$0	\$246,000
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$135,331	\$13,669	\$0	\$0	\$0	\$149,000
5.00 Public Health and Safety Programs	\$420,000	\$0	\$0	\$0	\$0	\$420,000
6.00 SSA Management	\$79,600	\$0	\$0	\$0	\$0	\$79,600
7.00 Personnel	\$110,000	\$0		\$0	\$0	\$110,000
Sub-total:	\$1,054,931	\$53,669				
GRAND TOTALS	Levy Total:	\$1,108,600	\$0	\$0	\$0	\$1,108,600

LEVY ANALYSIS	
Estimated 2024 EAV:	\$93,169,829
Authorized Tax Rate Cap:	2.000%
Maximum Potential Levy limited by Rate Cap:	\$1,863,397
Requested 2024 Levy Amount:	\$1,108,600
Estimated Tax Rate to Generate 2023 Levy:	1.1899%

Exhibit 2.

Map.



87th Street Business Corridor
SSA #81



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ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 82, EXTENSION OF TAX LEVY TERM, INCREASE OF YEAR 2024 TAX LEVY, APPROVAL OF YEAR 2025 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 82.

[O2024-0013419]

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

CHICAGO, October 29, 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 29, 2024, having had under consideration an ordinance establishing new Special Service Area Number 82, Division/Dearborn (O2024-0013419), approval of the 2025 budget and imposition of the Year 2024 tax rate and levy, introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 (the "Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as Special Service Area Number 82 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area for a period of ten (10) years sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, The City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2025; 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. Findings. The City Council finds and declares as follows:

(a) The Area, as established by this ordinance, consists of contiguous territory in the City; and

(b) The City Council adopted an ordinance on October 9, 2024, authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services; and

(c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Tribune*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also 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, not less than 10 days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

(d) The notice complied with all of the applicable provisions of the Act; and

(e) The Public Hearing was held on October 10, 2024, by the Committee on Economic, Capital and Technology Development of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") or with the County Clerk of Cook County, Illinois (the "County Clerk") written objections on such issues; and

(f) The Committee on Economic, Capital and Technology Development of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance; and

(g) The Public Hearing was finally adjourned on October 10, 2024; and

(h) The 60-day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 10, 2024; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established, and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 82. The approximate street location of said territory consists of both sides of Division Street bounded by Clark Street to the west, and State Street to the east. A legal description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of permanent index numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby 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. 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 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 Act. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 2024 through and including 2033 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed an annual rate of 1.00 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area No. 82.

Special Service Area Budget.

For the fiscal year beginning January 1, 2025, and ending December 31, 2025.

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	\$258,600
TOTAL BUDGET REQUEST:	\$258,600
 Source Of Funding:	
Tax levy not to exceed an annual rate of 1.00 percent of the equalized assessed value of taxable property within Special Service Area Number 82	\$258,600

SECTION 7. Levy Of Taxes. There is hereby levied pursuant to: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the provisions of the Act; and (iii) the provisions of this ordinance, the sum of \$258,600 as the amount of the Services Tax for the year 2024.

SECTION 8. Commission Authorized. There is hereby established the Division/ Dearborn Special Service Area Commission (the "Commission") which shall consist of five (5) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, three (3) members shall be appointed to serve for three-year terms, and two (2) members shall be appointed to serve for two-year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the chairman of the Commission, and he/she shall serve not more than two successive two-year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers Of The Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Commissioner of the Department of Planning and Development (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 (the "Service Provider Agreement") as authorized herein with Division Street Merchants Association, an Illinois not-for-profit corporation, as the service provider (the

“Service Provider”), for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The budget attached as Exhibit 5 hereto and hereby incorporated herein (the “Budget”) shall also 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 sums appropriated in Section 6 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 make a copy of the executed Service Provider Agreement 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 10 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 6 and 7 hereof.

SECTION 11. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk 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 owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Service Provider.

SECTION 12. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 13. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area, and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Cook County Clerk’s Office, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, 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 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 14. 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 15. 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 16. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed
on page 19638 of this *Journal*.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

Exhibit 1.

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 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 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.

*Exhibit 3.**Permanent Index Numbers.*

17031120040000	17044070100000
17031120050000	17044070110000
17031120060000	17044070120000
17031120070000	17044070130000
17032000740000	17044070140000
17032000750000	17044070150000
17032000760000	
17042230240000	
17042230300000	
17042230340000	
17042240200000	
17042240360000	
17042240370000	
17042240380000	
17042240390000	
17042240400000	
17044060040000	
17044060050000	
17044060060000	
17044060070000	
17044060080000	
17044060110000	
17044060120000	
17044070010000	
17044070020000	
17044070090000	

Exhibit 4.

Public Hearing.
(Page 1 of 2)

Chicago Tribune

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Certificate of Publication:

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Chicago Tribune. The Chicago Tribune is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Chicago, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Chicago Tribune, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 9/24/2024, and the last publication of the notice was made in the newspaper dated and published on 9/24/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

On the following days, to-wit: **Sep 24, 2024.**

Executed at Chicago, Illinois on this

2nd Day of October, 2024, by

Chicago Tribune Company



Jeremy Gates

Exhibit 4.

Public Hearing.
(Page 2 of 2)

10 Chicago Tribune | Section 1 | Tuesday, September 24, 2024

Table with 6 columns labeled TAKE NOTICES. Each column contains dense, small text, likely legal notices or public hearing details.

LEGAL NOTICES section containing a 'Notice of Public Hearing' for the City of Chicago Special Service Area Number 12. It includes details about the hearing, the City Council, and the City Clerk. At the bottom, there is a 'The curse has lifted.' advertisement for Day Clubs, Alibi, and Chicago Tribune.

Exhibit 5.

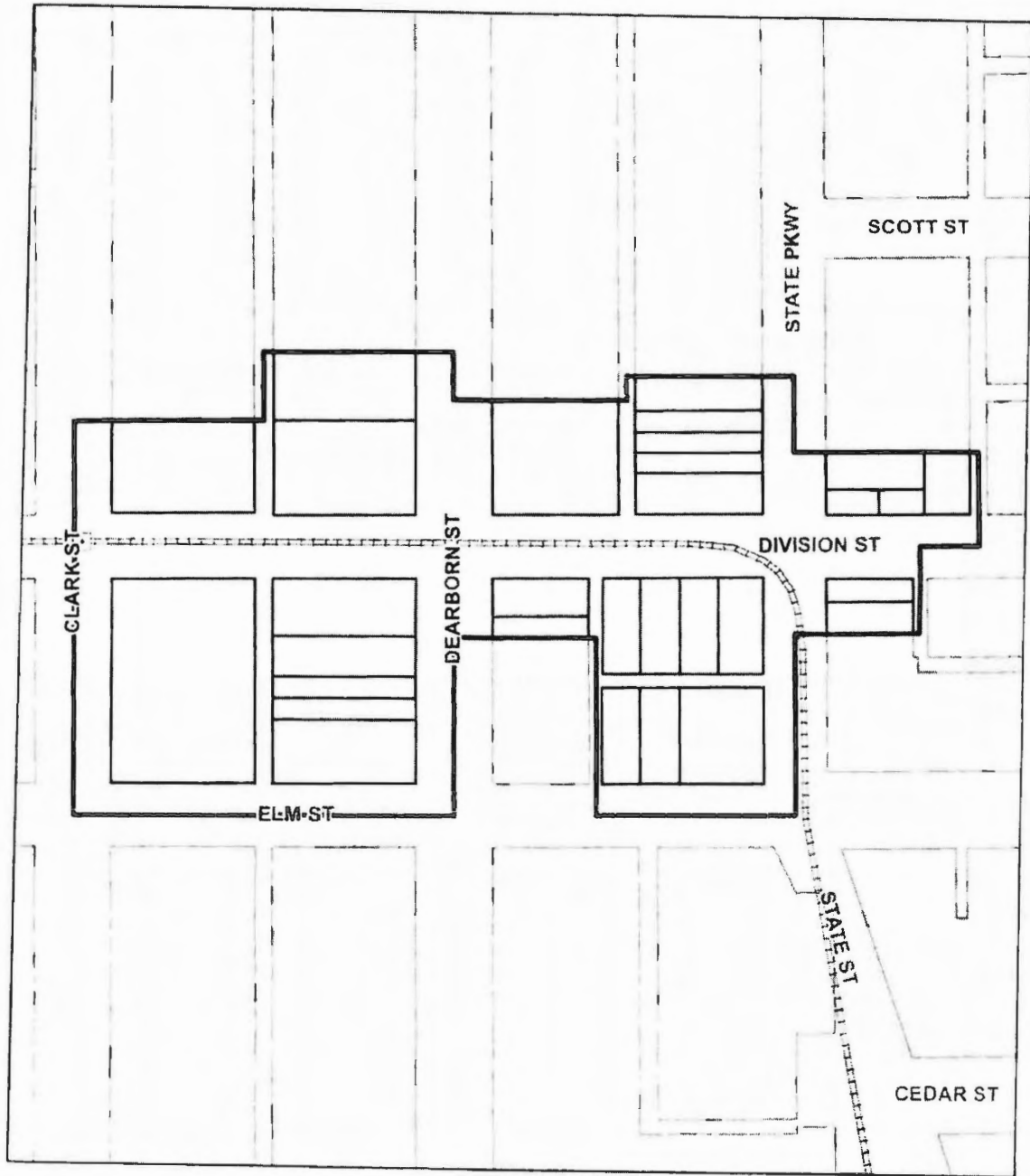
Budget.

Special Service Area # 82						
SSA Name:	Division / Dearborn					
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	\$100	\$0	\$0	\$0	\$0	\$100
2.00 Public Way Aesthetics	\$100	\$0	\$0	\$0	\$0	\$100
3.00 Sustainability and Public Places	\$100	\$0	\$0	\$0	\$0	\$100
4.00 Economic/ Business Development	\$100	\$0	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$200,000	\$0	\$0	\$0	\$0	\$200,000
6.00 SSA Management	\$58,100	\$0	\$0	\$0	\$0	\$58,100
7.00 Personnel	\$100	\$0		\$0	\$0	\$100
	Sub-total	\$258,600				
GRAND TOTALS	Levy Total	\$258,600	\$0	\$0	\$0	\$258,600

LEVY ANALYSIS	
Estimated 2024 EAV:	\$68,700,000
Authorized Tax Rate Cap:	1.000%
Maximum Potential Levy limited by Rate Cap:	\$687,000
Requested 2024 Levy Amount:	\$258,800
Estimated Tax Rate to Generate 2023 Levy:	0.3764%

Exhibit 2.

Map.



Division/Dearborn
SSA #82



WQA PRODUCT
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SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
4655 W. ARTHINGTON ST., 4614 AND 4620 W. FIFTH AVE.

[O2024-0012500]

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

CHICAGO, October 29, 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 29, 2024, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 4655 West Arthington Street (O2024-0012500), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, K Town Business Centre 2 LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4655 West Arthington Street, 4614 West Fifth Avenue and 4620 West Fifth Avenue, Chicago, Illinois 60644, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 72,000-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 use the Subject Property as a manufacturing facility; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (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 Roosevelt/Cicero 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 And PIN(s) Of Subject Property.

Legal Description:

The west 4.8 feet of Lot 2 and all of Lots 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93 and the west 8.14 feet of Lot 95 in Butler Lowry's West 48th Street Addition, being a subdivision of part of Blocks 9 and 10 in Purrington and Scranton's Subdivision of the west half of the southwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4655 West Arthington Street
Chicago, Illinois 60644.

Permanent Real Estate Tax Index Number ("PINs")
For The Subject Property:

16-15-313-006-0000 through 017-0000; 16-15-313-039-0000; 16-15-313-019-0000 through and including 16-15-313-023-0000; 16-15-313-026-0000 through 033-0000; 16-15-313-035-0000; 16-15-313-041-0000; 16-15-313-043-0000 through and including 045-0000.

Legal Description:

Lots 5 and 6 in Butler Lowry's West 48th Street Addition, being a subdivision of part of Blocks 9 and 10 in Purrington and Scranton's Subdivision of the west half of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4614 West Fifth Avenue
Chicago, Illinois 60644.

**Permanent Real Estate Tax Index Number ("PINs")
For The Subject Property:**

16-15-313-037-0000; and

16-15-313-036-0000.

Legal Description:

Lot 8 in Butler Lowry's West 48th Street Addition, a subdivision of parts of Blocks 9 and 10 in Purrington and Scranton's Subdivision of that part of the west half of the southwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4620 West Fifth Avenue
Chicago, Illinois 60644.

**Permanent Real Estate Tax Index Number ("PIN")
For The Subject Property:**

16-15-313-034-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement
With K Town Business Centre 2 LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

TABLE OF CONTENTS

Project Information	Section 9 Indemnification
Signature Page	Section 10 Default and Remedies
Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Conditions Precedent	Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	Exhibit C Insurance Requirements
Section 6 Covenants/Representations/Warranties of Developer	Exhibit D Annual Compliance Report
Section 7 Maintaining Records and Right to Inspect	Exhibit E Construction Compliance
Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	K Town Business Centre 2, LLC, an Illinois limited liability company
Project (3.01)	K Town Business Centre 2, LLC, as the developer, has agreed to complete construction of a manufacturing facility which will include the following: Construction of a 72,000 sq. ft manufacturing facility and site improvements at 4655 West Arthington Street, 4614 West Fifth Avenue, 4620 West Fifth Avenue, Chicago Illinois 60644
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	November 30, 2023
Completion Date (3.01)	November 30, 2024
Facility (3.04)	the approximately 72,000 square foot industrial building located on the Property
Minimum Project Investment (3.04)	[\$14,325,695], see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	<p>If to the Developer: K Town Business Centre 2, LLC 401 South Carlton Avenue, Wheaton Illinois 60187, Attention: Stephen L. Davis</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.

K Town Business Centre 2, LLC,
An Illinois limited liability company

By: _____
Name: Stephen L. Davis
Title: Member/Manager K Town Business Centre 2, LLC

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 Stephen L. Davis, personally known to me to be the Member/Manager of K Town Business Centre 2, 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 100 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 200 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 200 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 K Town Business Centre 2 LLC constitutes Exhibit "A" to ordinance and printed on pages 19642 and 19643 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with K Town Business Centre 2 LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment Agreement
 With K Town Business Centre 2 LLC)

MBE/WBE Budget.

Minimum Project Investment:	[\$ 14,325,695]
Hard Construction Costs:	11,284,637
M/WBE Targets:	
MBE	2,934,005 (26 percent)
WBE	667,078 (6 percent)
Total M/WBE Budget:	\$ 3,611,083

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment Agreement
 With K Town Business Centre 2 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 K Town Business Centre 2 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, K Town Business Centre 2 LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202_:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than 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.

K Town Business Centre 2 LLC

[Insert Date]

(Sub)Exhibit "E".

(To Tax Incentive Classification Redevelopment Agreement
With K Town Business Centre 2 LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or

better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the

construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in

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

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that $\frac{1}{20}$ 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 Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF COOK COUNTY CLASS C TAX INCENTIVE FOR PROPERTIES AT 801 W. BELMONT AVE., 809 W. BELMONT AVE., 811 W. BELMONT AVE., 813 W. BELMONT AVE., 817 W. BELMONT AVE., 819 W. BELMONT AVE., 829 W. BELMONT AVE., 3170 N. CLARK ST., 3169 N. CLARK ST., 3158 N. HALSTED ST. AND 3179 N. HALSTED ST.

[O2024-0011005]

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

CHICAGO, October 29, 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 29, 2024, recommends passage of an ordinance in support of a Class C tax incentive for the properties at 801 West Belmont Avenue, 809 West Belmont Avenue, 811 West Belmont Avenue, 813 West Belmont Avenue, 817 West Belmont Avenue, 819 West Belmont Avenue, 829 West Belmont Avenue, 3170 North Clark Street, 3169 North Clark Street, 3158 North Halsted Street and 3179 North Halsted Street (O2024-0011005), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, and which is used primarily for industrial or commercial purposes; and

WHEREAS, The City, consistent with the Classification Ordinance, desires to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, HSG Belmont Clark LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 3179 North Clark Street, Chicago, Illinois 60657 (the "Subject Property"), as described on Exhibit A hereto; and

WHEREAS, The Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, Neither the Applicant nor the Applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, The Applicant has undertaken environmental remediation at the Subject Property and received a No Further Remediation Letter from the Illinois Environmental Protection Agency's Site Remediation Program, dated April 14, 2023 (the "NFR Letter"); and

WHEREAS, The costs of remediating the Contamination exceeded \$100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to encourage commercial development by supporting real estate tax incentives for the remediation of contaminated properties for the improvement of the health and safety of City residents and potential increase of the County's tax base and employment opportunities; and

WHEREAS, The Applicant owns an approximately 36,637-square-foot site which previously had a 19,000-square-foot bank previously occupied by Fifth Third Bank that applicant demolished and remediated on the Subject Property to construct the

new two-story approximately 58,479-square-foot building located on the property ("Development"), to be used for commercial purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Applicant has filed an application for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; and

WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the operations of the Development to occur and that the municipality supports and consents to the Class C classification; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the operations of the Development.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the Classification Ordinance, has been received and filed by the City.

SECTION 5. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class C application to be filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 6. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Subject Property Legal Description.

Parcel 1:

Lot 4 (except the east 136.225 feet thereof) in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 (except the north 4.28 acres of that part thereof which lies west of Greenbay Road) in Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The north 40 feet of the east 136.225 feet of Lot 4 in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 (except the north 4.28 acres of that part thereof which lies west of Greenbay Road) in Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The south 40 feet of the east 136.225 feet of Lot 4 in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 (except the north 4.28 acres of that part thereof which lies west of Greenbay Road) in Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lots 1 and 2 in the resubdivision of Lot 3 in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 of Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian (except the north 4.28 acres of that part thereof which lies west of Greenbay Road), lying north from the

south line (and said south line extended west) of said resubdivision of Lot 3, in Cook County, Illinois.

Parcel 5:

Those parts of Lots 3 and 6 in the resubdivision of Lot 3 in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 of Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian (except the north 4.28 acres of that part thereof which lies west of Greenbay Road), lying north from the south line (and said south line extended west) of said resubdivision of Lot 3, in Cook County, Illinois.

Parcel 6:

Lots 7, 8 and 9 in the resubdivision of Lot 3 in Block 1 in Gehrke and Brauckmann's Subdivision of Block 1 (except the north 4.28 acres of that part thereof which lies west of Greenbay Road) in Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

801, 809, 811, 813, 817, 819 and 829 West Belmont Avenue, 3170 and 3169 North Clark Street, 3158 and 3179 North Halsted Street, Chicago, Illinois 60657.

Real Estate Tax Index/Parcel Index Numbers:

14-29-205-001-0000;

14-29-205-002-0000;

14-29-205-003-0000;

14-29-205-005-0000;

14-29-205-015-0000; and

14-29-205-018-0000.

SUPPORT OF CLASS 8 MICRO PROPERTY TAX INCENTIVE FOR FORMER U.S. STEEL MILL LOCATED IN 7TH AND 10TH WARDS AND AMENDMENT OF CHAPTERS 2-8 AND 2-45 OF MUNICIPAL CODE TO WAIVE VARIOUS FEES FOR CLASS 8 MICRO PROJECTS.

[O2024-0013091]

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

CHICAGO, October 29, 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 29, 2024, recommends passage of an ordinance in support of Class 8 MICRO property tax incentive for former U.S. Steel Mill located in the 7th and 10th Wards and the amendment of Municipal Code Chapters 2-8 and 2-45 to waive various fees for Class 8 MICRO projects (O2024-0013091), introduced on October 22, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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 State of Illinois has enacted 35 ILCS 45/Art. 110 ("MICRO Act") which provides financial incentives to eligible Illinois-based semiconductor manufacturers, microchip manufacturers, quantum computer manufacturers, and companies that primarily engage in research and development in the manufacturing of quantum computers, semiconductors, or microchips; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, 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, One of the real property assessment classifications created under the County Ordinance is the Class 8 MICRO classification (the "Class 8 MICRO Classification"); and

WHEREAS, The Class 8 MICRO Classification provides tax incentives to property owners whose real estate is used for the manufacture, research or development of semiconductors, microchips, quantum computers, associated component parts, and services provided in support thereof in a manner consistent with 35 ILCS 45/Art. 110 and which is located in an area which has been certified as in need of substantial revitalization; and

WHEREAS, Municipalities, such as the City, may apply to the Office of the Cook County Assessor (the "Assessor") to certify areas within its jurisdiction as "in need of substantial revitalization" (as defined in Section 74-62 of the County Ordinance) for real estate to be eligible for Class 8 MICRO Classification; and

WHEREAS, Section 74-65(i) of the County Ordinance provides that prior to certification of an area by the Assessor as an area in need of substantial revitalization, the municipality in which the area is located must determine by lawful resolution that the area is in a state of economic depression for which it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the area without public assistance and encouragement, or a determination of similar import; and

WHEREAS, The City, consistent with the MICRO Act and the County Ordinance, desires to induce industrial and commercial development to locate and expand in the City; and

WHEREAS, The City has prepared a report entitled The IQMP Class 8 MICRO Designation Report attached as Exhibit 1 (the "Report") which confirms that the area legally described in Exhibit 2 (the "Area") is in a state of economic depression and that it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the Area without public assistance and encouragement; and

WHEREAS, The City has determined that the Area meets the eligibility requirements for a Class 8 MICRO Classification and recommends to the City Council that: (a) the City determine by ordinance that the Area is in a state of economic depression for which it is not

economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the area without public assistance and encouragement; and (b) the Commissioner of Planning and Development be authorized to submit an application to the Assessor to have the Area certified as an area in need of substantial revitalization; and

WHEREAS, Once the Area is certified by the Assessor as an area in need of substantial revitalization, applicants may develop property (each, a "Subject Property") within the Area in a manner which may cause it to become eligible for a Class 8 MICRO Classification under the County Ordinance; and

WHEREAS, Applicants may file with the Assessor an eligibility application for a Class 8 MICRO Classification under the County Ordinance with respect to a Subject Property ("Application"); and

WHEREAS, It is the responsibility of the Assessor to determine that an Application is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of an Application with the Assessor, applicants must obtain from an authorized officer of the municipality in which the Subject Property is located a letter describing the redevelopment objective of the municipality, stating the applicant's intended use of the property, and stating that an Economic Disclosure Statement was received and filed by the municipality; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the Area is in a state of economic depression and that it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement.

SECTION 3. The City hereby determines that the Area is eligible for certification by the Assessor as "in need of substantial revitalization" under the County Ordinance for purposes of the Class 8 MICRO Classification in that it is an area no less than ten (10) contiguous acres or more than one (1) contiguous square mile in size which is in a state of extreme economic depression evidenced by such factors as: (a) substantial unemployment; (b) a low level of median family income; (c) aggravated abandonment, deterioration, and underutilization of properties; (d) a lack of viable industrial and commercial building whose absence significantly contributes to the depressed economic and unemployment conditions in the Area; (e) a clear pattern of stagnation or decline of real estate taxes within the Area as a result of its depressed condition; (f) a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement; and (g) other factors which evidence an imminent threat to public health, welfare and safety, all as described in the Report.

SECTION 4. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner (each an "Authorized Officer"), is hereby authorized and directed to deliver a copy of this ordinance, certified by the City Clerk of the City, to the Assessor, apply for certification of the Area as one in need of substantial revitalization with the Assessor, and to submit such additional documentation and supporting data as may be necessary and relevant to the Assessor's determination of the Area's eligibility for the certification.

SECTION 5. Subject to review of each project on each Subject Property by an Authorized Officer, and expressly conditioned upon a written final determination of the eligibility of each project on each Subject Property and a verification of an accurate final legal description and correct permanent index numbers for each Subject Property by an Authorized Officer, including the City's redevelopment objective, the Applicant's intended use of the Subject Property and confirmation that the City has received and filed an Economic Disclosure Statement (together with such other information as may be required in a letter described in Sections 74-63(14), the "Letter"), the Authorized Officer is hereby authorized to execute and deliver such documents, including without limitation each Letter, as may be necessary to implement this ordinance, subject to the approval of the Corporation Counsel.

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

SECTION 7. Section 2-8-065 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-8-065 Discounted Or Waived Fees -- Restrictions.

(Omitted text is unaffected by this ordinance.)

(c) Exemptions. The requirements of this section shall not apply to any ordinance or amendment thereto authorizing individual fee waivers: (1) for any governmental entity, as defined in subsection (a) of this section, or (2) in connection with a block party, or (3) in connection with the waiver under Section 2-120-815 of any fee charged by the City for the issuance of any permit requiring approval of the Commission on Chicago Landmarks, or (4) in connection with a Department of Water Management Lead Service Line Replacement Program created within the authority granted in Article IX of Chapter 11-12, or (5) pursuant to the authority granted to the Commissioner of Housing to support neighborhood revitalization efforts under Section 2-44-140, or (6) in connection with a waiver granted under Section 2-45-140.

(Omitted text is unaffected by this ordinance.)

SECTION 8. Chapter 2-45 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-45-140, as follows:

2-45-140 Fee Waivers For Class 8 MICRO Projects.

(a) The following fees shall be waived in connection with any permit or review application for any project receiving a Class 8 MICRO Classification pursuant to the State of Illinois MICRO Act (35 ILCS 45/110-1, et seq.), Section 74-65 of the County ordinance and a City ordinance designating such project area:

1. All fees for permits issued by the City's Department of Water Management;
2. All fees for permits issued by the City's Department of Buildings under Chapter 11-12, Chapter 11-16, Chapter 11-18, and Article XIII of Chapter 13-20 of this Code;
3. All fees for permits issued by the City's Department of Public Health under Chapter 11-4 of this Code;
4. All fees for permits issued by the City's Fire Department under Chapter 15-16 of this Code;
5. All fees issued by the Chicago Department of Transportation for permits related to construction in the public way under Chapter 10-20, or public way use under Chapters 10-28 and 10-29 of this Code;
6. All fees required under Section 17-13-0103 of the Chicago Zoning Ordinance;
7. The Part II review fee required for planned developments under Section 17-13-0610 of the Chicago Zoning Ordinance; and
8. The fee to review and process a request for minor change approval required under Section 17-13-0611-D of the Chicago Zoning Ordinance.

(b) In addition to the fee waivers specified in subsection (a) of this section, any generally applicable fee waiver authorized under this Code may be granted in connection with any permit or review application for any qualifying project receiving a Class 8 MICRO Classification pursuant to the State of Illinois MICRO Act (35 ILCS 45/110-1, et seq.), Section 74-65 of the County ordinance and a City ordinance designating, such project area.

SECTION 9. In addition to any other applicable fee waiver, any project receiving a Class 8 MICRO Classification pursuant to the State of Illinois MICRO Act (35 ILCS 45/110-1, et seq.), Section 74-65 of the County ordinance and a City ordinance designating such project area, shall receive a waiver for permit, inspection, or approval fees charged pursuant to Title 14A of the Municipal Code of Chicago.

SECTION 10. Effective Date. This ordinance shall be effective as of the date of its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.
(To Ordinance)*

Draft Dated: October __, 2024.

Subject To Revision.

IQMP CLASS 8 MICRO DESIGNATION REPORT AREA CERTIFICATION APPLICATION

The purpose of this report is to provide information supportive of the City of Chicago's application to the Cook County Assessor for Class 8 MICRO incentive assessment certification of the area commonly referred to as the former U.S. Steel South Works site and more particularly described herein. This report includes information that addresses each of the area conditions considered in determining Class 8 MICRO area certification.

I. CLASS 8 MICRO AREA OVERVIEW

Ward/Alderman:	7, Ald. Greg Mitchell 10, Ald. Peter Chico
Community Area:	South Chicago
Certified Class 8 MICRO Area:	The proposed Class 8 MICRO area includes 21,187,494 square feet of contiguous vacant land (486.4 acres). The site is the location of a former U.S. Steel mill which operated for nearly a century before closing in 1992.

II. PROPERTY DESCRIPTION

Permanent Index Numbers	21-32-100-012-0000	21-32-213-017-0000
	21-32-100-015-0000	21-32-213-018-0000
	21-32-100-016-0000	21-32-500-002-0000
	21-32-212-002-0000	26-05-200-001-0000
	21-32-213-009-0000	26-05-200-007-0000
	21-32-213-010-0000	26-05-200-008-0000
	21-32-213-011-0000	26-05-200-009-0000
	21-32-213-013-0000	26-05-200-010-0000
	21-32-213-014-0000	26-05-200-012-0000
	21-32-213-015-0000	26-05-200-013-0000

Attached hereto as **Exhibit A** are Cook County Tax Maps outlining the proposed Class 8 MICRO area.

Location	Attached hereto as Exhibit B is a survey of the property to be included in the Class 8 MICRO area. The survey demonstrates the proposed Class 8 MICRO area exceeds the 10-acre minimum for Class 8 MICRO area eligibility. The proposed Class 8 MICRO area is substantially bordered by the Calumet River on the south, Steelworkers Park and Park No. 566 on the east, S Avenue O , S Mackinaw
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Ave, S Burley Ave, S Green Bay Ave and S Brandon Ave on the west and S South Shore Dr and Park No. 566 on the north.

Land Area	21,187,494 square feet (486.4 acres)
Current Use	Vacant land
Current Zoning	The current zoning is M3-3, B3-5, RS-1, RM-5, RM-5.5, RM-6, and RM-6.5.

III. COMMUNITY AND PROPERTY BACKGROUND AND HISTORY

The proposed Class 8 MICRO area is located within the South Chicago Community area on the southeast side of Chicago and adjacent to Lake Michigan. The area comprises nearly 500 acres of the former U.S. Steel South Works site.

The site, commonly known as South Works, has a long history commencing when the North Chicago Rolling Mill Company moved its operations to South Works in 1880. Among the factors driving the decision to relocate were the area's access to and robust transportation infrastructure, adjacency to the Great Lakes, access to the railway network, and proximity to other coal and iron ore resources. The company went through several mergers over the next decade to form the Illinois Steel Company, which eventually became part of the United States Steel Corporation in 1901. Between the 1880s and 1922, steel slag was reportedly landfilled to expand the facility's acreage and relocate the shoreline to the east. At its height in the 1950s, South Works boasted 11 blast furnaces, 8 electric furnaces, and 12 rolling mills, employing a workforce of 20,000.

At its height, South Works spanned over 600 acres and produced millions of tons of steel each year, some of which was used in constructing Chicago's most iconic buildings, including the Sears Tower (now Willis Tower) and the John Hancock Center (now 875 North Michigan Avenue). Consisting of immigrants from Eastern Europe, Italy and Mexico, the diverse workforce played a major role in shaping 20th century production and labor movements, advocating for improved wages and changes in working conditions.

In the latter half of the 20th century, the American steel industry was faced with several challenges, including foreign competition, technological advances, and shifting manufacturing practices. These challenges, coupled with mid-century economic turmoil, declining production, and a shifting workforce, led to decreased capacity over the next several decades. U.S. Steel eventually shuttered operations at South Works in 1992 and demolished the facility by 1993.

The closure of South Works had a significant impact on the local community, resulting in lost jobs, wages and residents, all of which contributed to the area's general economic decline. The site has remained vacant and undeveloped since the South Works' closure, a prime example of the deindustrialization of many of the most productive U.S. regions, now known as the Rust Belt. Since the closure of South Works, the site has had various proposals for development, but the difficulties associated with the site have meant that none has moved forward. The prominence and location of this site, however, make the redevelopment of the South Works site critical to the revitalization of the community and immediate area.

IV. ENVIRONMENTAL CONDITION

Following the closure of the U.S. Steel facility, the property was enrolled into the Illinois Environmental Protection Agency’s (IEPA) Pre-Notice Program, a precursor to the current voluntary Site Remediation Program (SRP). In conjunction with facility decommissioning, extensive environmental investigations and remediation activities were conducted to address impacts associated with the long-term facility operations. Upon confirming that the environmental activities were conducted in accordance with the applicable regulations and post-cleanup site conditions satisfied SRP requirements, the IEPA issued a comprehensive No Further Remediation (NFR) Letter for the 556-acre site in 1997 with no land use limitations and no preventative, engineering or institutional controls with the exception of a groundwater use restriction. Additionally, a separate 3.76-acre portion, located south of 86th Street and east of South Burley Avenue, was also enrolled into the SRP in 2005. Following the necessary investigations and remediation activities, the IEPA issued a comprehensive NFR Letter in 2010 with no land use restrictions and no preventative, engineering or institutional controls with the exception of a groundwater use restriction.

Subsequent to the issuance of the NFR Letters, various other investigations have been conducted at the subject property. Based on the available information from those investigations, some degree of additional investigation and remediation is planned in order to maintain the validity of the 1997 NFR Letter or obtain a new NFR Letter from the IEPA SRP.

V. CLASS 8 MICRO ELIGIBILITY REQUIREMENTS

Pursuant to the Cook County Real Property Assessment Classification Ordinance (the “Ordinance”), an area to be certified as Class 8 MICRO must contain at least ten (10) contiguous acres but no more than one (1) contiguous square mile and satisfy the Ordinance definition of in need of substantial revitalization. The Ordinance sets forth seven (7) factors to be considered in determining an area in need of substantial revitalization. Each factor is addressed below.

Substantial Unemployment.

The proposed Class 8 MICRO area is vacant land. However, the unemployment rate in the broader South Chicago Community Area is substantially higher than in the City of Chicago as a whole or in the broader seven-county region that includes Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will County (the CMAP Region).¹

Employment Status, 2018-2022

	South Chicago		City of Chicago		CMAP Region	
	Count	Percent	Count	Percent	Count	Percent
In Labor Force	14,076	60.9	1,505,145	67.3	4,610,142	67.3
Employed ^{1*}	11,717	83.2	1,381,118	91.8	4,310,832	93.5
Unemployed ²	2,328	16.5	123,341	8.2	286,166	6.2
Not in Labor Force	9,044	39.1	732,070	32.7	2,243,854	32.7

Source: 2018-2022 American Community Survey five-year estimates.
¹Does not include employed population in the Armed Forces.

Universe: Population 16 years and older
²Universe: In labor force

¹ CMAP Community Data | South Chicago (p. 10). Chicago Metropolitan Agency for Planning. (July 2024). <https://www.cmap.illinois.gov/documents/10180/126764/South+Chicago.pdf>

Low Level of Median Family Income

The second factor considered in determining an area in need of substantial revitalization is whether the area exhibits a low level of median family income and high poverty rates. According to US Census Bureau median household income statistics for 2018-2022, South Chicago's median household income was \$43,936. This statistic compares negatively to the substantially higher City of Chicago median household income of \$71,673 and the CMAP Region median household income of \$87,766.²

Household Income, 2018-2022

	South Chicago		City of Chicago		CMAP Region	
	Count	Percent	Count	Percent	Count	Percent
Less than \$25,000	3,502	30.9	229,233	20.3	453,945	14.0
\$25,000 to \$49,999	2,802	24.7	196,704	17.4	496,759	15.3
\$50,000 to \$74,999	1,502	13.3	159,061	14.1	466,365	14.3
\$75,000 to \$99,999	1,386	12.2	131,717	11.7	407,838	12.5
\$100,000 to \$149,999	1,267	11.2	173,844	15.4	591,558	18.2
\$150,000 and Over	870	7.7	239,349	21.2	834,175	25.7
Median Income	\$43,936		\$71,673		\$87,766	
Per Capita Income^a	\$22,912		\$45,840		\$47,125	

Source: 2018-2022 American Community Survey five-year estimates.

Universe: Occupied housing units
^aUniverse: Total population

Aggravated Abandonment, Deterioration and Underutilization of Properties

Since U.S. Steel closed operations of South Works in 1992, there have been several attempts to redevelop the nearly 600-acre site by interested developers. The redevelopment proposals focused on revitalization of manufacturing uses as well as transforming it into a vibrant mixed-use community along the shore of Lake Michigan. The scale of the site and proximity to downtown, along with its lakeside location, made it one of the most desirable pieces of undeveloped real estate in the City of Chicago.

The first attempt to redevelop the South Works site was proposed by Solo Cup Co. (Solo) in 1999. Solo planned to consolidate operations to a 1 million-square-foot state-of-the-art manufacturing facility employing up to 750 workers. The development, situated on 107 acres, would have been used for the production and distribution of paper and plastic products including cups, containers, cutlery and straws. The total project cost was an estimated \$71 million, including \$16 million in City funds and \$15 million in State of Illinois (the State) funds. Additional public contributions to the project included the City burying old concrete foundations at the site under a layer of landfill, the State building an access road and rail spur at the site, and the State providing support to help Solo for workforce development for the new manufacturing technologies and equipment. Despite these incentives, Solo instead opted to expand a nearby existing facility.

In 2010, McCaffery Interest attempted to redevelop South Works with the Chicago Lakeside project. This proposal aimed to create a new neighborhood with approximately 13,575 single family homes and high-rise units, 17.5 million square feet of retail, 125 acres of parks and open space with bike paths, a 1,500-slip boat marina, and a new high school. However, the

² Ibid (p. 6)

development proposal faced significant challenges, including financial constraints, environmental remediation issues for residential occupancy, and complications with establishing a partnership with U.S. Steel. In 2016, McCaffery announced that the project was cancelled.

The most recent redevelopment proposal for South Works was in 2017 by Emerald Living and the Spanish-based modular home builder Barcelona Housing Systems (BHS). The proposal included a substantial residential component of up to 20,000 housing units built with innovative, environmentally friendly technology pioneered by BHS. However, the development team eventually cancelled their proposal in May 2018, citing soil condition issues.

In between these proposals, the site has been continuously on the market for sale, but U.S. Steel has been unable to secure a buyer or joint venture partner to redevelop the site. The site remains vacant and unused with redevelopment complicated by its industrial past which requires additional cleanup and extensive infrastructure improvements. However, its location on the lakefront and proximity to downtown Chicago make it a valuable piece of real estate with enormous potential for transformation.

Lack of Viable Industrial and Commercial Buildings.

A portion of the proposed Class 8 MICRO area has previously been designated by the City as economically depressed and in need of assistance to generate new economic development.

On November 3, 1999, the South Works Industrial Tax Increment Redevelopment Project and Plan was adopted by the City pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the Act). This district included the southern portion of the South Works site and a map of the South Works Tax Increment Redevelopment Area is attached hereto as **Exhibit C**. Pursuant to a redevelopment area eligibility study, the City found that "the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan." Moreover, "the Project Area would likely continue to be characterized by dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, the depreciation of physical maintenance and an overall lack of community planning."³ The South Works TIF District was terminated in 2019.

The State has also recognized that the area that encompasses the Class 8 MICRO area is economically depressed based upon empirical evidence of pervasive poverty, unemployment and economic distress. In response to these conditions, and in cooperation with the City of Chicago, the State created City of Chicago Enterprise Zone 3. A copy of the map showing the subject property within the boundaries of Enterprise Zone 3 is attached hereto as **Exhibit D**.

Clear Pattern of Stagnation or Decline of Real Estate Taxes

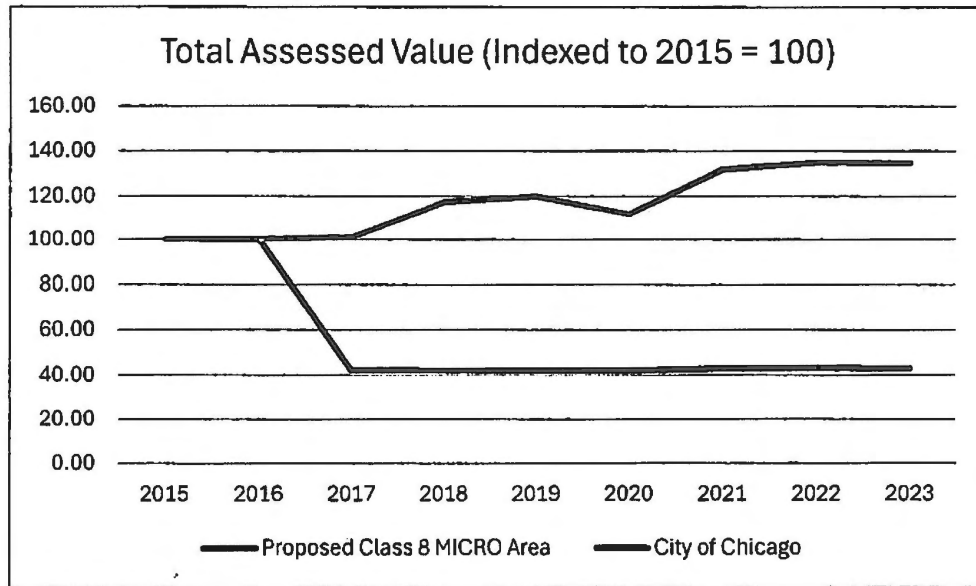
As vacant land for over 30 years, the site has remained undeveloped and underutilized with regard to land values and property taxes. As can be seen in the table and charts below, the assessed value ("AV") of property within the proposed Class 8 MICRO area has generally remained stagnant

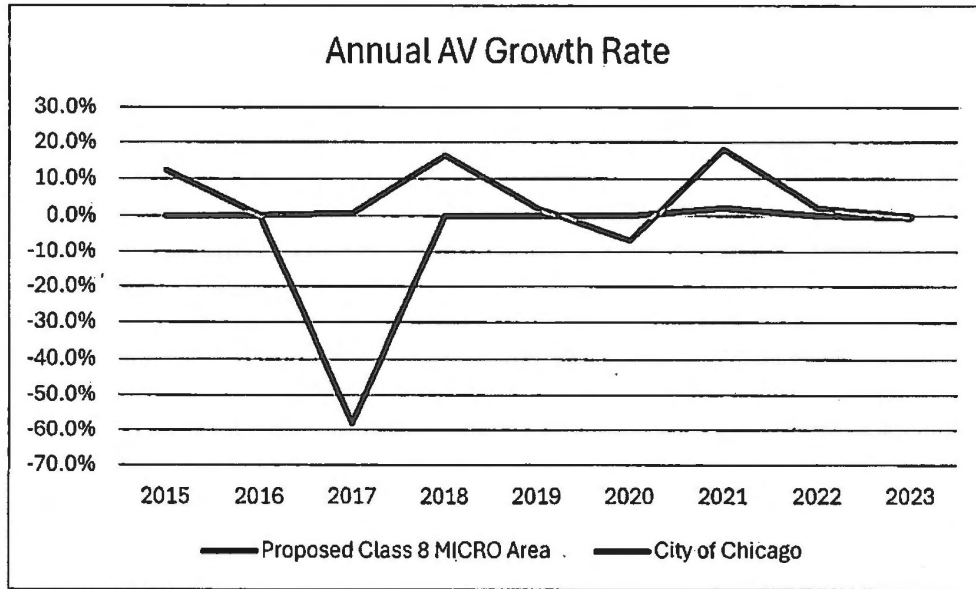
³ *South Works Industrial TIF Designation Ordinance* (pp 2, 4). Journal Of The Proceedings 11/03/1999.

https://www.chicago.gov/content/dam/city/depts/dcd/tif/plans/T_078_SouthWorksRDPORD.pdf

or declined over the last decade. This lack of growth is even more clear when comparing the Class 8 MICRO area to the City of Chicago as a whole. From 2015 to 2023, the proposed Class 8 MICRO area AV decreased by 57.2 percent, while Chicago's AV increased by 34.8 percent.

TAX YEAR	AREA AV	PERCENT CHANGE IN AREA AV	CHICAGO AV	PERCENT CHANGE IN CHICAGO AV
2015	\$2,068,359	0.0%	\$30,691,407,43	12.3%
2016	\$2,068,359	0.0%	\$30,761,140,47	0.2%
2017	\$869,167	-58.0%	\$30,969,973,32	0.7%
2018	\$869,167	0.0%	\$36,036,578,78	16.4%
2019	\$869,167	0.0%	\$36,833,584,24	2.2%
2020	\$869,167	0.0%	\$34,332,081,81	-6.8%
2021	\$888,328	2.2%	\$40,518,891,61	18.0%
2022	\$888,328	0.0%	\$41,388,409,35	2.1%
2023	\$884,917	-0.4%	\$41,381,450,92	0.0%





Manifest lack of economic feasibility for private enterprise

Several factors, previously demonstrated, contribute to the conclusion that without the availability of the Class 8 MICROW incentive future economic revitalization of the area is not viable. The property is in an area that is economically depressed and remains in dire need of economic development. Multiple redevelopment attempts have failed, despite the presence of a TIF District. Without the proposed Class 8 MICROW designation, the area will remain vacant and deteriorate.

Other factors which evidence an imminent threat to public health, welfare and safety

Numerous studies have found that renovating vacant buildings, land, and lots in disinvested communities reduces violent crime rates, public health issues, and enhances the welfare of a community.

Specifically, a growing body of research suggests that worsening economic outcomes – e.g., fading employment opportunities and increasing economic insecurity – may be a primary causal driver of adverse health trends among low-income and less-educated working-age US residents. Worsening economic outcomes among low-income and less-educated working-age adults may be a key driver of adverse population health trends. The disappearance of employment opportunities that had previously provided individuals without a college education a credible path to the middle class, especially through well-paying manufacturing jobs, has played an outsized role

Additionally, within the last year, the three Chicago Police Department Beats – 0422, 0423, and 0424 – closest to the area have experienced a total of 3,085 reported incidents of crime. Of those incidents 495 were violent crimes and 909 were property crimes, with a homicide occurring on the site as recently as July 2024. Compared to City wide statistics, violent crime is 5% higher in the identified Police Beats, while property crime is lower given the vast amount of unimproved, vacant and deteriorating land, which poses other threats to public health and safety as previously stated.

POLICE BEAT	TOTAL CRIMES	VIOLENT CRIMES	PERCENT OF TOTAL	PROPERTY CRIMES	PERCENT OF TOTAL
0422	735	116	15.8%	217	29.5%
0423	1,455	220	15.1%	477	32.8%
0424	895	159	17.8%	215	24.0%
Total	3,085	495	16.0%	909	29.5%
City Wide	226,602	25,339	11.2%	80,054	35.3%

[(Sub)Exhibits "A", "C" and "D" referred to in this IQMP Class 8 MICRO Designation Report Area Certification Application printed on pages 19694 through 19696 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this IQMP Class 8 MICRO Designation Report Area Certification Application constitutes Exhibit 1 to ordinance and printed on pages 19682 through 19689 of this *Journal*.]

Exhibit 2.
(To Ordinance)

Area.

BEGINNING AT THE INTERSECTION OF SOUTH DUSABLE LAKE SHORE DRIVE AND SOUTH BRANDON AVENUE;

THENCE RUNNING SOUTHEAST ALONG SOUTH DUSABLE LAKE SHORE DRIVE TO THE NORTH LINE OF EAST 81ST STREET EXTENDED;

THENCE RUNNING EAST ALONG THE NORTH LINE OF EAST 81ST STREET EXTENDED A DISTANCE OF 1022.83 FEET;

THENCE S 78°36'47" E, 505.63 FEET;

THENCE S 18°13'09" E, 233.22 FEET;

THENCE N 88°31'58" E, 110.81 FEET;

THENCE S 75°54'23" E, 702.07 FEET;

THENCE S 06°15'26" E, 2227.25 FEET TO THE NORTH LINE OF THE NORTH SLIP;

THENCE RUNNING WEST ALONG THE NORTH LINE OF THE NORTH SLIP TO THE NORTHWEST CORNER OF THE NORTH SLIP;

THENCE RUNNING SOUTH ALONG THE WEST LINE OF THE NORTH SLIP TO THE SOUTHWEST CORNER OF THE NORTH SLIP;

THENCE RUNNING EAST ALONG THE SOUTH LINE OF THE NORTH SLIP A DISTANCE OF 2418.05 FEET;

THENCE S 06°15'26" E, 708.26 FEET;

THENCE S 88°55'23" E, 47.44 FEET;

THENCE S 00°49'53" E, 140.44 FEET;

THENCE N 88°55'23" W, 34.05 FEET;

THENCE S 88°55'23" E, 34.05 FEET TO THE CENTERLINE OF EAST 87TH STREET;

THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF EAST 87TH STREET TO A LINE EXTENDING S 15°07'23" E FROM A POINT IN THE CENTERLINE OF EAST 87TH STREET BEING 2513.84 FEET EAST OF THE CENTERLINE OF SOUTH DUSABLE LAKE SHORE DRIVE A DISTANCE OF 1552.33 FEET;

THENCE S 59°50'14" W, 309.94 FEET;

THENCE S 30°09'47" E, 150.00 FEET;

THENCE S 59°50'14" W, 2045.26 FEET TO THE EAST LINE OF THE SOUTH SLIP; THENCE NORTHWESTERLY ALONG THE EAST LINE OF THE SOUTH SLIP TO A LINE EXTENDING N 63°25'07" W FROM A POINT OF INTERSECTION OF THE EXTENSION OF THE EASTERLY LINE OF THE SOUTH SLIP AND A POINT 399.57 FEET EAST OF THE EAST LINE OF SOUTH DUSABLE LAKE SHORE DRIVE;

THENCE N 63°25'07" W, 106.94 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 135.06 FEET ALONG A CURVE, HAVING A RADIUS OF 486.00 FEET, AND A CHORD BEARING N 55°27'28" W, 134.62 FEET TO THE NORTH LINE OF EAST 89TH STREET EXTENDED;

THENCE RUNNING WESTERLY ALONG THE NORTH LINE OF EAST 89TH STREET EXTENDED TO A LINE EXTENDING S 07°17'53" E FROM A POINT OF INTERSECTION OF THE NORTH LINE OF EAST 89TH STREET AND A POINT 52.77 FEET EAST OF THE EAST LINE OF SOUTH DUSABLE LAKE SHORE DRIVE;

THENCE S 07°17'53", 80.41 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY 61.01 FEET ALONG A CURVE, HAVING A RADIUS OF 453.34 FEET AND A CHORD BEARING S 11°09'12" E, 60.96 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY 69.65 FEET ALONG A CURVE, HAVING A RADIUS OF 478.90 FEET AND A CHORD BEARING S 19°10'32" E, 69.59 FEET TO A POINT OF TANGENCY;

THENCE S 23°20'31" E, 244.22 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY 166.98 FEET ALONG A CURVE, HAVING A RADIUS OF 440.60 FEET AND A CHORD BEARING S 12°29'07" E, 165.98 FEET TO A POINT OF TANGENCY;

THENCE S 01°37'42" E, 537.58 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY 198.38 FEET ALONG A CURVE, HAVING A RADIUS OF 376.60 FEET AND A CHORD BEARING S 13°27'45" W, 196.10 FEET TO A POINT OF TANGENCY;

THENCE S 28°33'12" W, 72.10 FEET;

THENCE S 18°14'53" W, 50.57 FEET;

THENCE N 59°48'00" E, 220.44 FEET;

THENCE S 30°11'59" E, 265.33 FEET;

THENCE S 59°48'00" W, 384.83 FEET;

THENCE N 30°11'59" W, 25.00 FEET;

THENCE S 66°01'45" W, 55.33 FEET;

THENCE N 29°44'33" W, 476 FEET MORE OR LESS TO SOUTH DUSABLE LAKE SHORE DRIVE;

THENCE RUNNING NORTHEASTERLY AND NORTHERLY ALONG SOUTH DUSABLE LAKE SHORE DRIVE TO EAST 89TH STREET;

THENCE WESTERLY ALONG EAST 89TH STREET TO SOUTH MACKINAW AVENUE;

THENCE NORTHERLY ALONG SOUTH MACKINAW AVENUE TO EAST 87TH STREET;

THENCE RUNNING WESTERLY ALONG EAST 87TH STREET TO A LINE EXTENDING FROM A POINT IN THE CENTERLINE OF EAST 87TH STREET BEING 131.74 FEET WEST OF THE WEST LINE OF SOUTH BURLEY AVE TO A POINT IN THE CENTERLINE OF SOUTH 86TH STREET EXTENDED BEING 131.52 FEET WEST OF THE WEST LINE OF SOUTH BURLEY AVENUE;

THENCE NORTHERLY ALONG SAID LINE A DISTANCE OF 160 FEET;

THENCE N 43°45'00" E, 18.39 FEET;

THENCE N 00°28'19" W, 214.00 FEET;

THENCE N 46°31'18" W, 18.39 FEET;

THENCE N 00°27'19" W, 223.28 FEET TO EAST 86TH STREET EXTENDED;

THENCE RUNNING EASTERLY ALONG EAST 86TH STREET TO SOUTH GREEN BAY AVENUE;

THENCE RUNNING NORTHERLY ALONG SOUTH GREEN BAY AVENUE TO EAST 83RD STREET;

THENCE RUNNING WESTERLY ALONG EAST 83RD STREET TO SOUTH MACKINAW AVENUE;

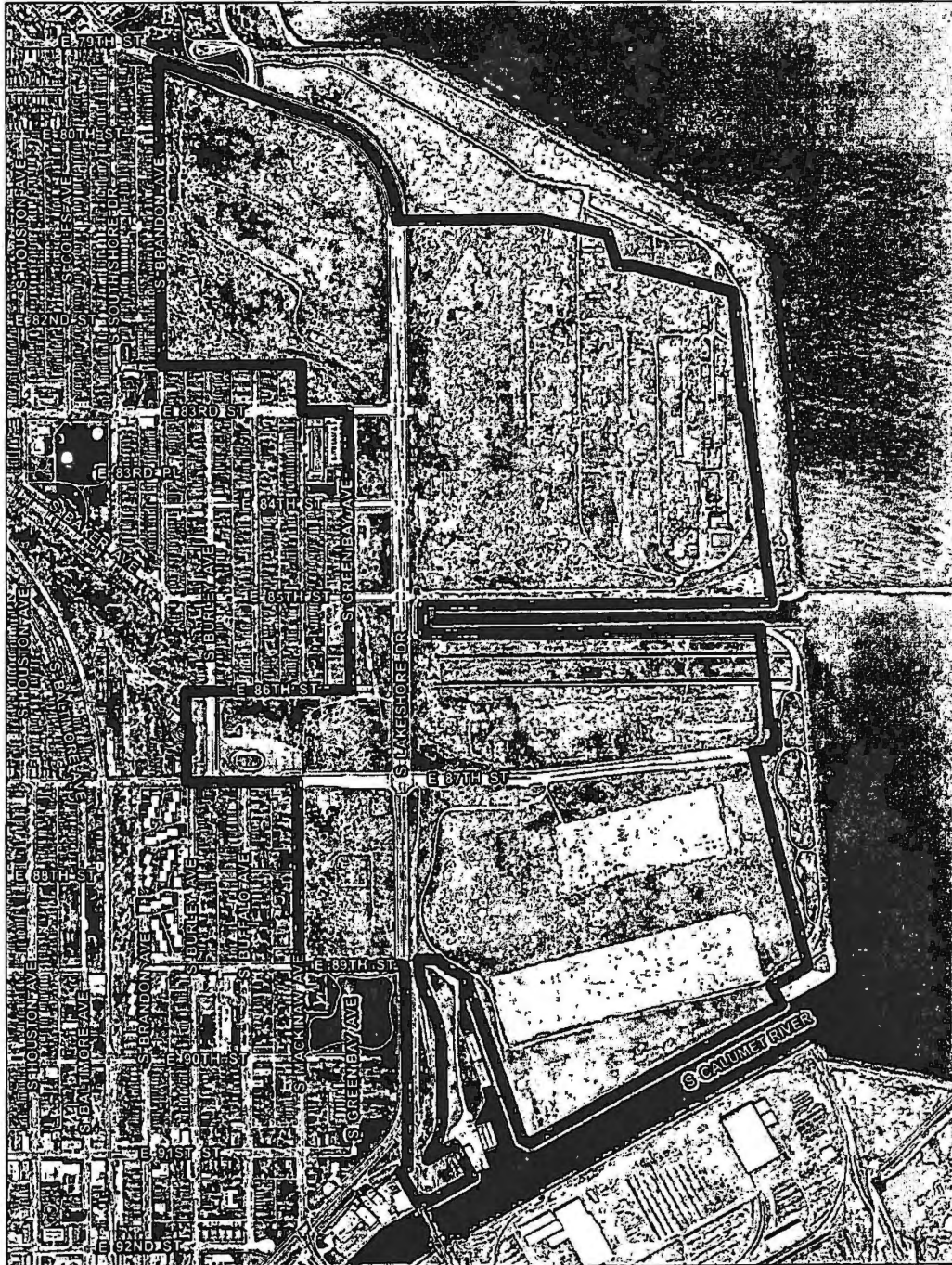
THENCE RUNNING NORTHERLY ALONG SOUTH MACKINAW AVENUE TO A LINE 330 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF EAST 83RD STREET;

THENCE RUNNING WESTERLY ALONG A LINE 330 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE LINE OF EAST 83RD STREET TO SOUTH BRANDON AVENUE;
THENCE RUNNING NORTHERLY ALONG SOUTH BRANDON AVENUE TO SOUTH DUSABLE LAKE SHORE DRIVE AND THE PLACE OF BEGINNING.

(Sub)Exhibit "A".

(To IQMP Class 8 MICRO Designation Report Area Certification Application)

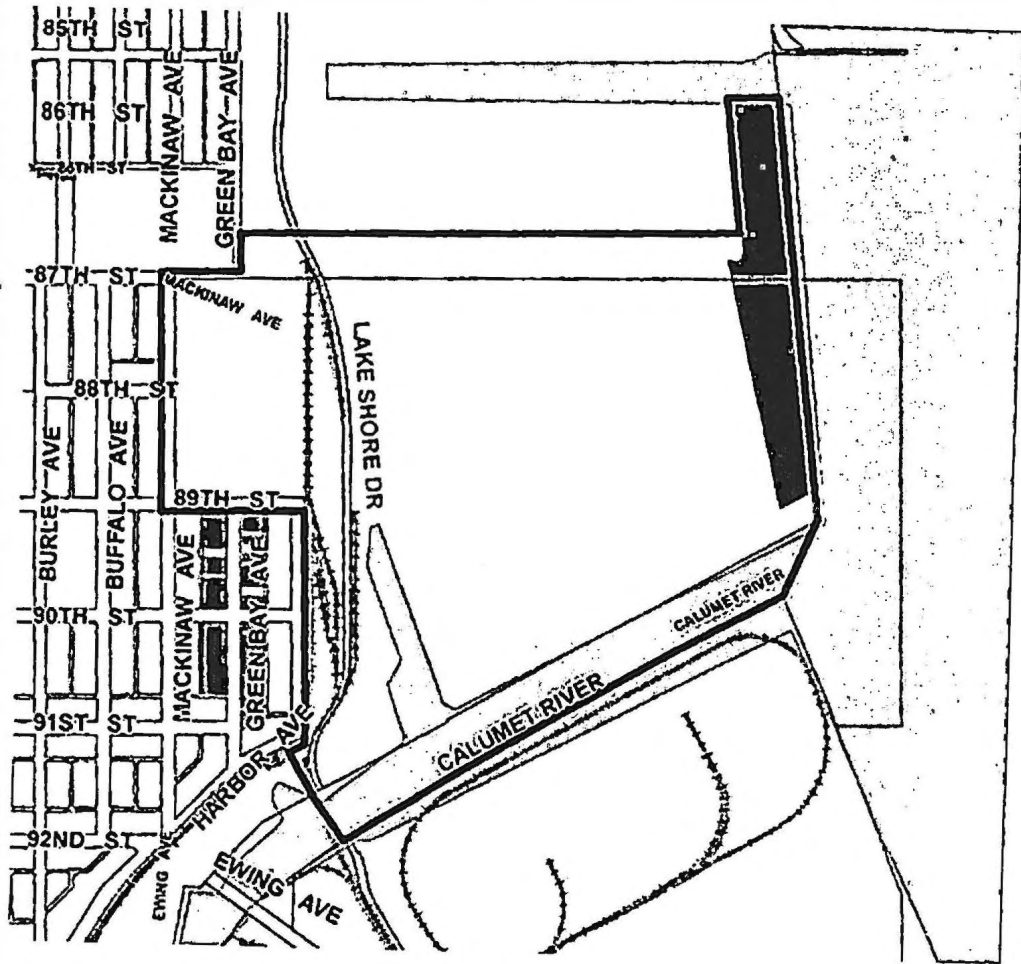
Proposed Class 8 MICRO Eligible Area



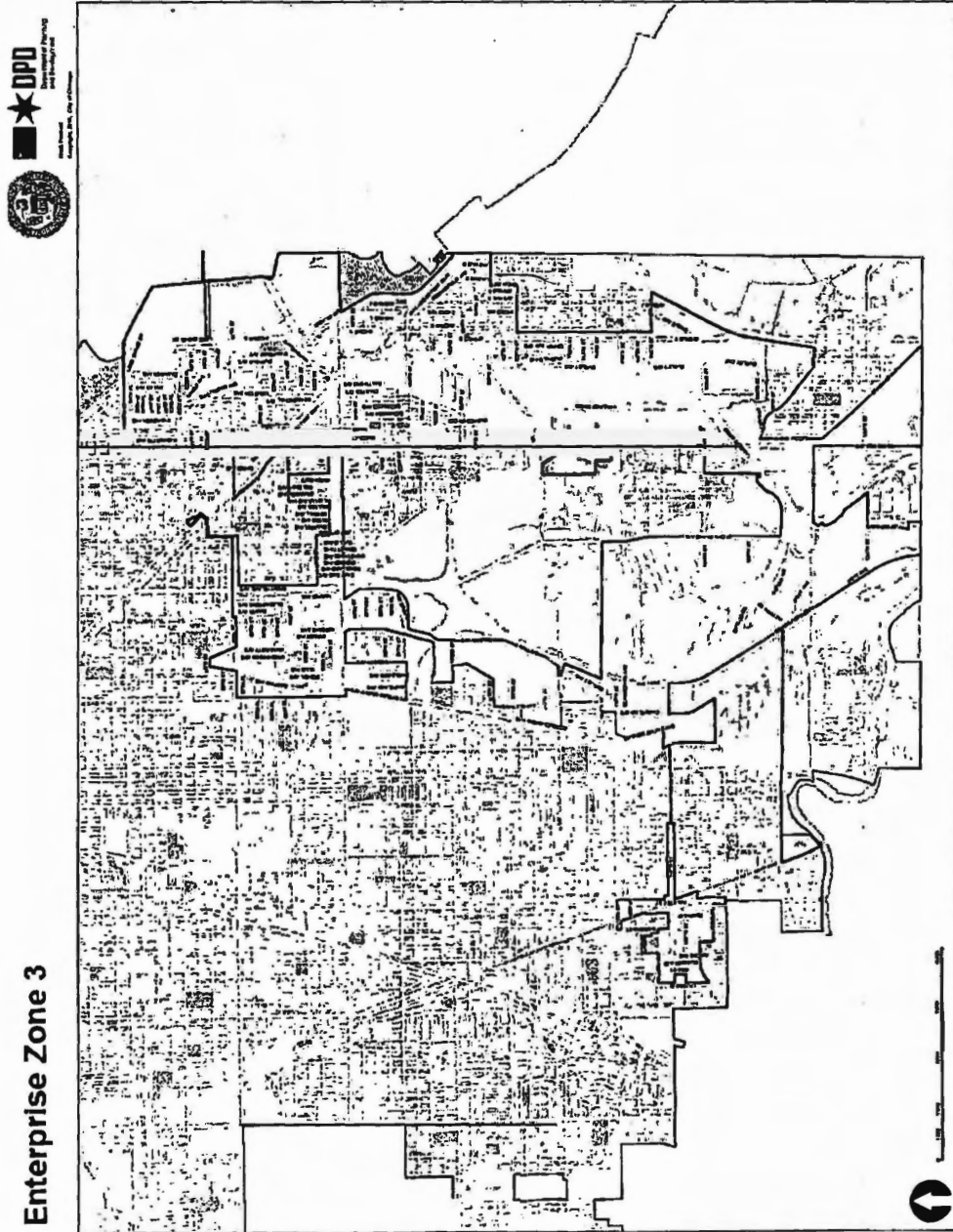
(Sub)Exhibit "C".

(To IQMP Class 8 MICRO Designation Report Area Certification Application)

South Works Industrial TIF
Designated: 1999
Terminated: 2019



(Sub)Exhibit "D".
(To IQMP Class 8 MICRO Designation Report Area Certification Application)



COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF LASHAWN COBB AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

[A2024-0013068]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 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 29, 2024 and to which was referred an appointment from Mayor Brandon Johnson for the appointment of LaShawn Cobb as a commissioner of the Chicago Housing Authority (CHA) (A2024-0013068), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 appointment transmitted with the foregoing committee report was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

SALE OF CITY-OWNED PROPERTY AT 5140 S. WOLCOTT AVE. TO
ELFEGO CERVANTES UNDER CHIBLOCKBUILDER LAND SALE PLATFORM.

[O2024-0013106]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 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 29, 2024 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 5140 South Wolcott Avenue to Elfego Cervantes under ChiBlockBuilder Open Space platform (16th Ward) (O2024-0013106), 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, 27 and February 3, 2023; and

WHEREAS, The Department accepted applications in multiple categories: affordable housing, side yards, open space and market rate housing or commercial development; 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, Priority was given to residents, nonprofit organizations or next-door business owners, applicants with detailed maintenance plans, ability to pay property taxes and timelines for projects completed within one year from closing; 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 36 in Block 3 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 Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5140 South Wolcott Avenue
Chicago, Illinois 60609.

Permanent Index Number:

20-07-401-039-0000.

Buyer:

Elfego Cervantes.

Ward/Community Area:

16/New City.

TIF Area:

None.

Size/Zoning:

3,117 square feet/RS-3.

Market Value ("As Is"):

\$6,234.

Purchase Price (10 percent of Value):

\$623.

Open Space Project:

Elfego plans to fence the lot, plant flowers, fruits and vegetables with the help of his neighbors. He lives across the street and will use water from his house for the garden. His budget is approximately \$7,000.

Exhibit "B".

Competing Proposals.

City Lot 1.

5140 South Wolcott Avenue -- Applications Submitted.

1. Elfego Cervantes was the only applicant.

FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT WITH
COLUMBIA YACHT CLUB FOR PARKING SPACE UNDER PORTION OF
JEAN-BAPTISTE POINTE DUSABLE LAKE SHORE DR.

[O2024-0013133]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 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 29, 2024 and to which was referred an ordinance from the Department of Fleet and Facility Management for the first amendment to a right of entry agreement for time extension for Columbia Yacht Club parking under Jean-Baptiste Pointe DuSable Lake Shore Drive north of East Randolph Street (42nd Ward) (O2024-0013133), 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of 16,320 square feet of paved, vacant land located under the northbound lanes of Jean-Baptiste Pointe DuSable Lake Shore Drive immediately north of Randolph Street, in Chicago, Illinois, 60601 (the "Property"), as described in Exhibit A; and

WHEREAS, Columbia Yacht Club, an Illinois not-for-profit corporation ("Licensee"), seeks an extension of Right of Entry (the "ROE") to the Property for parking used by members of the Licensee (the "Activity"); and

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), and Licensee previously entered into a Right of Entry Agreement dated June 1, 2024 and attached hereto as Exhibit A (the "ROE"), pursuant to which the City gave Licensee access to the Property for the Activity; and

WHEREAS, The Commissioner of 2FM (the "Commissioner") has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050(12) of the Municipal Code of Chicago; and

WHEREAS, After 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, The 180-day period allowed under Section 2-51-050(12) for the ROE will expire on November 28, 2024; and

WHEREAS, The City has determined that it is necessary to extend the ROE in order for Licensee to continue the Activity; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner and a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the ROE with retroactive effect to June 1, 2024, in substantially the form attached hereto as Exhibit B (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

Right Of Entry Agreement.

This **RIGHT OF ENTRY AGREEMENT** ("**Agreement**") is made as of June 1st, 2024 (the "**Effective Date**"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), and **COLUMBIA YACHT CLUB**, an Illinois not for profit corporation ("**Licensee**").

RECITALS

WHEREAS the City is the owner of the real property located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street (the "**Property**"); and

WHEREAS Licensee seeks access to the Property for parking to be used by members of the Columbia Yacht Club (the "**Activity**"), and the City has agreed to grant such access upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, the City hereby grants to Licensee a right of entry to the Property for the sole purpose of allowing Licensee to perform the Activity. The right of entry granted hereunder extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Property at Licensee's direction or with Licensee's consent (collectively, "**Agents**"). Licensee shall be responsible for ensuring that all Agents comply with Licensee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Licensee. This right of entry is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Property. Licensee acknowledges that the City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Licensee's sole responsibility and obligation to confirm that the Activity occurs solely within the portions of the Property permitted by this Agreement.

3. **Term.** The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall terminate upon the later of: (a) the completion of the Activity and, if applicable, restoration of the Property in accordance with **Section 11** hereof; or (b) November 28, 2024, whichever is later. Prior to entering the Property, Licensee shall provide proof of insurance as required by **Section 8** of this Agreement, and copies of any necessary permits or approvals as required under **Section 6** of this Agreement.

4. **Costs and Expenses.** Licensee shall be responsible for all costs and expenses associated with the Activity without City reimbursement. Upon receipt of an invoice from the City, Licensee shall submit payment in the amount of the Use Fee, if any, according to the instructions on the invoice. In addition, Licensee shall reimburse the City for all costs and expenses the City incurs in connection with this Agreement or with the Activity.

5. **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "**Laws**"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

6. **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

7. **Indemnification.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the "**City Parties**"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, consultants' fees and court costs) (collectively, "**Claims**"), of whatsoever kind and nature, including without limitation, any and all environmental Claims, made or asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of Licensee, its Agents or any other person entering the Property during the Term and (b) any entry upon or use of the Property or performance of the Activity by or on behalf of Licensee, its Agents or any other person entering the Property during the Term and (c) the failure of Licensee or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement and (d) the use of the Property as a parking lot under the Metered Parking Concessions Agreement entered into between the City and Chicago Parking Meters, L.L.C.. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

Licensee shall be solely responsible for the defense of any and all Claims against the City Parties, including without limitation, claims by any Agents of Licensee, even though the claimants may allege negligence or intentional and willful misconduct on the part of the City Parties. The City shall have the right, at its sole option, to participate in the defense of any such Claims, without relieving Licensee of its obligations hereunder.

Licensee shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 N. LaSalle St., Room 600, Chicago, IL 60602, copies of such notices

as Licensee may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This **Section 7** shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

8. **Insurance.** Licensee must procure and maintain, and cause its Agents to procure and maintain, at Licensee's expense (or the expense of its Agents as applicable) during the Term, the insurance coverages and requirements specified in **Exhibit A**, attached hereto, insuring all operations related to the Activity.

9. **Inspection and Work.** Licensee agrees to carefully inspect, or cause its Agents to carefully inspect, the Property prior to commencing any activities on the Property to ensure that such activities will not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. Licensee and its Agents shall take all reasonable safety precautions to ensure that the Activity will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Property throughout the Term. Licensee and its Agents shall perform the Activity in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Licensee and its Agents shall keep the Property and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the Term. Licensee and its Agents shall limit their activities to those reasonably necessary to perform the Activity. The City reserves the right to inspect the Activity throughout the Term. Proper health and safety procedures must be implemented. Neither Licensee nor its Agents shall conduct any activity on the Property that may in any manner injure the health, safety and welfare of the public, diminish the value of the Property, interfere with City operations, or violate any Laws, including, without limitation, any Environmental Laws (as hereinafter defined).

10. **Notice of Environmental Contamination and No Ground Disturbance Work.** Soil and/or groundwater may be present at the site in concentrations that exceed one or more of the Illinois Environmental Protection Agency's Construction Worker Tiered Approach to Corrective Action Objectives (TACO) Tier 1 objectives. The surface and subsurface cannot be disturbed during performance of the Activity.

11. **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition existing as of the Effective Date, and shall remove all materials, equipment, tools, vehicles, supplies, and other personal property owned, rented, or used by Licensee (collectively, "**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.

12. **No Liens.** Licensee shall not cause or permit any lien or encumbrance, whether created by act of Licensee or its Agents, operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Property. In case of any such lien attaching, Licensee shall immediately pay and remove such lien. If Licensee fails to pay and remove any lien, the City, at the City's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by the City shall be reimbursed by Licensee within fifteen (15) days of such payment with interest from the date of payment at the rate of 12% per annum.

13. **No Representations or Warranties: Release of City Parties.** The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Licensee, on behalf of itself and its Agents, agrees to enter upon the Property in the Property's "as is," "where is" and "with all faults" condition and at the Licensee's own risk. Licensee, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. Licensee, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City and all City Parties from and against any and all Claims that Licensee or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances (as hereafter defined) in, on, under or about the Property, (b) the condition of title to the Property, including, without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Property by or on behalf of Licensee or its Agents.

14. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon prior written notice of at least five (5) days to the other party. In addition, in the event of any breach of this Agreement by Licensee the City shall have the right to order Licensee to immediately cease all activities on the Property and to immediately vacate the Property until such breach is cured or the City may immediately terminate this Agreement and pursue any and all remedies available at law or in equity. The City also reserves the right to terminate this Agreement at any time if Licensee's use of the Property interferes with the City's use of the Property or with any other municipal purpose or interest, as determined by the City in its sole discretion.

15. **Hazardous Substances.** Licensee shall not use or store any Hazardous Substances (defined below) on the Property unless otherwise approved by 2FM. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this

Agreement, the term "**Hazardous Substances**" shall any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "**Environmental Laws**" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

16. **Amendment.** This Agreement may not be amended, extended or modified without the written consent of the parties hereto.

17. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of this Agreement.

18. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

20. **No Other Rights.** This Agreement does not give Licensee any other right with respect to the Property, including, but not limited to, closure of streets, sidewalks or other public thoroughfares. Any rights not specifically granted to Licensee by and through this Agreement are reserved exclusively to the City.

21. **No Further City Obligations.** The execution of this Agreement does not obligate the City or the City Parties to provide Licensee or Licensee's Agents with any other assistance. Without limiting the generality of the foregoing, the City shall not provide any security, maintenance, or custodial services to the Property.

22. **Security; Full Liability.** Licensee assumes all legal and financial responsibility and liability for any and all uses of the Property by Licensee and its Agents during the Term, or upon the expiration of the Term if Licensee continues to access the Property. Licensee shall be responsible for properly securing and safeguarding the Property and all Personal Property during the Term and shall be liable for failing to so secure and safeguard the Property and Personal Property. Licensee acknowledges that the City has no security responsibilities with respect to the Property or the Personal Property under this Agreement. This Section 22 shall survive the expiration or earlier termination of this Agreement.

23. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

24. **No Alcohol or Drugs.** Licensee agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Property by Licensee or its Agents.

25. **No Competing Off-Street Parking.** If the Activity includes use of the Property for parking of motor vehicles, Licensee shall not charge any person or entity to park their vehicle on the Property if it is within one mile of an on-street parking meter or City-owned metered parking lot. In the event that Licensee violates this provision, Licensee understands and agrees that it shall be liable for any costs or fees the City must pay in compensation to Chicago Parking Meters, LLC for operation of a competing parking facility in violation Metered Parking Concessions Agreement entered into between the City and Chicago Parking Meters, LLC.

26. **Coordination and Oversight.** Licensee acknowledges that the City may require coordination with the Department of Fleet and Facility Management, which coordination may be necessary due to existing facilities, operations or other particular circumstances. Licensee acknowledges that any assistance or oversight provided by the City with respect to the Activity shall be provided at the City's sole and exclusive discretion and convenience.

27. **City Use Paramount.** Licensee shall refrain from undertaking any activities that interfere with the City's use of the Property as determined by the City in its sole discretion. The City reserves the right to terminate Licensee's use of the Property at any time in the event such use interferes with the City's use of the Property or with any other municipal purpose or interest in the City's sole discretion.

28. **Time is of the Essence.** Time is of the essence for all obligations and deadlines contained in this Agreement.

29. **Assignment.** This Agreement may not be assigned by Licensee.

30. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

31. **Non-Discrimination.** Licensee shall not discriminate against any person in connection with its use of the Property based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code.

32. **Severability.** If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

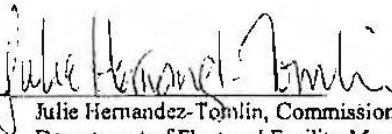
33. **Governing Law: Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Licensee waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located.

34. **Licensee's Authority.** Licensee represents, warrants, and covenants that it is duly organized, validly existing and qualified to do business in Illinois; that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the person signing this Agreement on behalf of Licensee has the authority to do so; and that this Agreement shall be binding upon and enforceable against Licensee in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: 
Julie Hernandez-Tomlin, Commissioner
Department of Fleet and Facility Management

LICENSEE:

COLUMBIA YACHT CLUB, an Illinois not for profit corporation

By: Lisa DeSantis

Print Name: Lisa DeSantis

Title: Commodore of Columbia Yacht Club

(Sub)Exhibit "A" referred to in this Right of Entry Agreement reads as follows:

(Sub)Exhibit "A".
(To Right Of Entry Agreement)

Insurance Requirements.

Licensee must procure and maintain, and cause its Agents to procure and maintain, at Licensee's own expense (or the expense of its Agents as applicable) during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Activity.

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Activity, and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Licensee's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the additional insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, the Licensee must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Activity, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Activity with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

Property

The Licensee is responsible for all loss or damage to City property at full replacement cost that results from the Activity.

The Licensee is responsible for all loss or damage to Personal Property.

ADDITIONAL REQUIREMENTS

The Licensee must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Fleet and Facility Management, 2 N. LaSalle, Suite 200, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on an Insurance Certificate Form prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Licensee (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the provisions regarding insurance in this Agreement and the nature of its use of the Property. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions constitutes a violation of this Agreement, and the City retains the right to order Licensee to cease all activities on the Property until proper evidence of insurance is provided or terminate this Agreement.

The Licensee must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

Notwithstanding any provision in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

The City is not responsible for providing insurance or security for the Property, or any Personal Property of Licensee or any of its contractors, subcontractors or other agents related to or in connection with the Activity.

Exhibit "B".
(To Ordinance)

First Amendment To Right Of Entry Agreement.

This First Amendment to Right of Entry Agreement (this "First Amendment") is entered into as of _____, 202__ between **COLUMBIA YACHT CLUB**, an Illinois not-for-profit corporation or an affiliate ("Licensee"), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City"), through its Department of Fleet and Facility Management ("2FM").

WITNESSETH:

WHEREAS, the City is the owner of 16,320 square feet of paved, vacant land located under the northbound lanes of Jean-Baptiste Pointe DuSable Lake Shore Drive immediately north of Randolph Street, in Chicago, IL 60601 (the "Property"), as described in Exhibit A; and

WHEREAS, Columbia Yacht Club, an Illinois not-for-profit corporation ("Licensee"), seeks an extension of Right of Entry (the "ROE") to the Property for parking used by members of the Licensee (the "Activity"); and

WHEREAS, the City, through its Department of Fleet and Facility Management ("2FM"), and Licensee previously entered into a Right of Entry Agreement dated June 1, 2024, and attached hereto as Exhibit A (the "ROE"), pursuant to which the City gave Licensee access to the Property for the Activity; and

WHEREAS, the Commissioner of 2FM (the "Commissioner") has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, after 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, the 180-day period allowed under Section 2-51-050 (12) for the ROE will expire on November 28, 2024; and

WHEREAS, the City has determined that it is necessary to extend the ROE in order for Licensee to continue the Activity;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.

2. Incorporation of Recitals. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

3. Term. The first sentence of Paragraph 3 of the Agreement is hereby amended to delete the language struck-through and insert the language underlined, as follows:

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate upon the later of: (a) the completion of the Activity and, if applicable, restoration of the Property in accordance with Section 11 hereof; or (b) ~~November 28, 2024~~ May 31, 2025, whichever is later. Prior to entering the Property, Licensee shall provide proof of insurance as required by Section 8 of this Agreement, and copies of any necessary permits or approvals as required under Section 6 of this Agreement.

4. Retroactive Effect. The parties agree that this First Amendment shall be effective retroactive to June 1, 2024.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

7. Incorporation of Amendment. Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

8. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

IN WITNESS WHEREOF, License and the City have executed this First Amendment as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Commissioner
Department of Fleet and Facility Management

COLUMBIA YACHT CLUB, an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT FOR TIME EXTENSION TO CONTINUE RESEARCH ACTIVITIES AT 220 E. MONROE ST. BY LINCOLN PARK ZOOLOGICAL SOCIETY.

[O2024-0013129]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 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 29, 2024 and to which was referred an ordinance from the Department of Fleet and Facility Management for the first amendment to a right of entry agreement for time extension to continue research activities at 220 East Monroe Street by Lincoln Park Zoological Society (42nd Ward) (O2024-0013129), 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the property located at 220 East Monroe Street, Chicago, Illinois 60601, known as Lurie Garden (part of PINs 17-15-112-011-0000 and 17-15-502-001-0000) (the "Property"), as described in Exhibit A; and

WHEREAS, Lincoln Park Zoological Society, an Illinois not-for-profit corporation ("Licensee"), seeks an extension of access to the Property to continue conducting research activities by members of the Licensee (the "Activity"); and

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), and Licensee previously entered into a Right of Entry Agreement dated January 1, 2024 and attached hereto as Exhibit A (the "ROE"), pursuant to which the City gave Licensee access to the Property for the Activity; and

WHEREAS, The Commissioner of 2FM (the "Commissioner") has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050(12) of the Municipal Code of Chicago; and

WHEREAS, After 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, The 180-day period allowed under Section 2-51-050(12) for the ROE expired on June 29, 2024; and

WHEREAS, The City has determined that it is necessary to extend the ROE in order for Licensee to continue the Activity; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner and a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the ROE with retroactive effect to January 1, 2024 in substantially the form attached hereto as Exhibit B (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

Right Of Entry Agreement.

This **RIGHT OF ENTRY AGREEMENT** ("**Agreement**") is made as of January 1, 2024 (the "**Effective Date**"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), and Lincoln Park Zoological Society, an Illinois not-for-profit corporation ("**Licensee**").

RECITALS

WHEREAS, the City is the owner of the real property located at 220 E Monroe, Chicago, Illinois 60601 known as Lurie Garden (part of PINs 17-15-112-011-0000 and 17-15-502-001) (the "**Property**"); and

WHEREAS, Licensee seeks access to the Property to install and maintain monitoring equipment for the purpose of conducting research activities (the "**Activity**"), and the City has agreed to grant such access upon the terms and conditions set forth herein.

WHEREAS, such monitoring equipment consists of a single small remotely triggered trail camera and a single passive ultrasonic recorder equipped with an ultrasonic microphone, specified in Exhibit B, attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, the City hereby grants to Licensee a right of entry to the Property for the sole purpose of allowing Licensee to perform the Activity. The right of entry granted hereunder extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Property at Licensee's direction or with Licensee's consent (collectively, "**Agents**"). Licensee shall be responsible for ensuring that all Agents comply with Licensee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Licensee. This right of entry is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Property. Licensee acknowledges that the City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Licensee's sole responsibility and obligation to confirm that the Activity occurs solely within the portions of the Property permitted by this Agreement.

3. **Term.** The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall terminate upon the later of: (a) the completion of the Activity and, if applicable, restoration of the Property in accordance with **Section 11** hereof; or (b) June 29, 2024; whichever

is later. Prior to entering the Property, Licensee shall provide proof of insurance as required by Section 8 of this Agreement, and copies of any necessary permits or approvals as required under Section 6 of this Agreement.

4. **Costs and Expenses.** Licensee shall be responsible for all costs and expenses associated with the Activity without City reimbursement. Upon receipt of an invoice from the City, Licensee shall submit payment in the amount of the Use Fee, if any, according to the instructions on the invoice. In addition, Licensee shall reimburse the City for all costs and expenses the City incurs in connection with this Agreement or with the Activity.

5. **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

6. **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

7. **Indemnification.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the "City Parties"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, consultants' fees and court costs) (collectively, "Claims"), of whatsoever kind and nature, including without limitation, any and all environmental Claims, made or asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of Licensee, its Agents or any other person entering the Property during the Term and (b) any entry upon or use of the Property or performance of the Activity by or on behalf of Licensee, its Agents or any other person entering the Property during the Term and (c) the failure of Licensee or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement and (d) the use of the Property as a parking lot under the Metered Parking Concessions Agreement entered into between the City and Chicago Parking Meters, L.L.C.. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

Licensee shall be solely responsible for the defense of any and all Claims against the City Parties, including without limitation, claims by any Agents of Licensee, even though the claimants may allege negligence or intentional and willful misconduct on the part of the City Parties. The

City shall have the right, at its sole option, to participate in the defense of any such Claims, without relieving Licensee of its obligations hereunder.

Licensee shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 N. LaSalle St., Room 600, Chicago, IL 60602, copies of such notices as Licensee may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section 7 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

8. **Insurance.** Licensee must procure and maintain, and cause its Agents to procure and maintain, at Licensee's expense (or the expense of its Agents as applicable) during the Term, the insurance coverages and requirements specified in Exhibit A attached hereto, insuring all operations related to the Activity.

9. **Inspection and Work.** Licensee agrees to carefully inspect, or cause its Agents to carefully inspect, the Property prior to commencing any activities on the Property to ensure that such activities will not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. Licensee and its Agents shall take all reasonable safety precautions to ensure that the Activity will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Property throughout the Term. Licensee and its Agents shall perform the Activity in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Licensee and its Agents shall keep the Property and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the Term. Licensee and its Agents shall limit their activities to those reasonably necessary to perform the Activity. The City reserves the right to inspect the Activity throughout the Term. Proper health and safety procedures must be implemented. Neither Licensee nor its Agents shall conduct any activity on the Property that may in any manner injure the health, safety and welfare of the public, diminish the value of the Property, interfere with City operations, or violate any Laws, including, without limitation, any Environmental Laws (as hereinafter defined).

10. **Notice of Environmental Contamination and No Ground Disturbance Work.** Soil and/or groundwater may be present at the site in concentrations that exceed one or more of the Illinois Environmental Protection Agency's Construction Worker Tiered Approach to Corrective Action Objectives (TACO) Tier 1 objectives. The surface and subsurface cannot be disturbed during performance of the Activity.

11. **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition existing as of the Effective Date (or better condition), and shall remove all materials, equipment, tools, vehicles, supplies, and other personal property owned, rented or used by Licensee (collectively, "**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.

12. **No Liens.** Licensee shall not cause or permit any lien or encumbrance, whether created by act of Licensee or its Agents, operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Property. In case of any such lien attaching, Licensee shall immediately pay and remove such lien. If Licensee fails to pay and remove any lien, the City, at the City's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by the City shall be reimbursed by Licensee within fifteen (15) days of such payment with interest from the date of payment at the rate of 12% per annum.

13. **No Representations or Warranties; Release of City Parties.** The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Licensee, on behalf of itself and its Agents, agrees to enter upon the Property in the Property's "as is," "where is" and "with all faults" condition and at the Licensee's own risk. Licensee, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. Licensee, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City and all City Parties from and against any and all Claims that Licensee or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances (as hereafter defined) in, on, under or about the Property, (b) the condition of title to the Property, including, without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Property by or on behalf of Licensee or its Agents.

14. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon prior written notice of at least five (5) days to the other party. In addition, in the event of any breach of this Agreement by Licensee the City shall have the right to order Licensee to immediately cease all activities on the Property and to immediately vacate the Property until such breach is cured or the City may immediately terminate this Agreement and pursue any and all remedies available at law or in equity. The City also reserves the right to terminate this Agreement at any time if Licensee's use of the Property

interferes with the City's use of the Property or with any other municipal purpose or interest, as determined by the City in its sole discretion.

15. **Hazardous Substances.** Licensee shall not use or store any Hazardous Substances (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "**Hazardous Substances**" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "**Environmental Laws**" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

16. **Amendment.** This Agreement may not be amended, extended or modified without the written consent of the parties hereto.

17. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of this Agreement.

18. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

20. **No Other Rights.** This Agreement does not give Licensee any other right with respect to the Property, including, but not limited to, closure of streets, sidewalks or other public thoroughfares. Any rights not specifically granted to Licensee by and through this Agreement are reserved exclusively to the City.

21. **No Further City Obligations.** The execution of this Agreement does not obligate the City or the City Parties to provide Licensee or Licensee's Agents with any other assistance. Without limiting the generality of the foregoing, the City shall not provide any security, maintenance, or custodial services to the Property.

22. **Security; Full Liability.** Licensee assumes all legal and financial responsibility and liability for any and all uses of the Property by Licensee and its Agents during the Term, or upon the expiration of the Term if Licensee continues to access the Property. Licensee shall be

responsible for properly securing and safeguarding the Property and all Personal Property during the Term, and shall be liable for failing to so secure and safeguard the Property and Personal Property. Licensee acknowledges that the City has no security responsibilities with respect to the Property or the Personal Property under this Agreement. This **Section 22** shall survive the expiration or earlier termination of this Agreement.

23. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

24. **No Alcohol or Drugs.** Licensee agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Property by Licensee or its Agents.

25. **No Competing Off-Street Parking.** If the Activity includes use of the Property for parking of motor vehicles, Licensee shall not charge any person or entity to park their vehicle on the Property if it is within one mile of an on-street parking meter or City-owned metered parking lot. In the event that Licensee violates this provision, Licensee understands and agrees that it shall be liable for any costs or fees the City must pay in compensation to Chicago Parking Meters, LLC for operation of a competing parking facility in violation Metered Parking Concessions Agreement entered into between the City and Chicago Parking Meters, LLC.

26. **Coordination and Oversight.** Licensee acknowledges that the City may require coordination with the Department of Assets, Information & Services, which coordination may be necessary due to existing facilities, operations or other particular circumstances. Licensee acknowledges that any assistance or oversight provided by the City with respect to the Activity shall be provided at the City's sole and exclusive discretion and convenience.

27. **City Use Paramount.** Licensee shall refrain from undertaking any activities that interfere with the City's use of the Property as determined by the City in its sole discretion. The City reserves the right to terminate Licensee's use of the Property at any time in the event such use interferes with the City's use of the Property or with any other municipal purpose or interest in the City's sole discretion.

28. **Time is of the Essence.** Time is of the essence for all obligations and deadlines contained in this Agreement.

29. **Assignment.** This Agreement may not be assigned by Licensee.

30. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

31. **Non-Discrimination.** Licensee shall not discriminate against any person in connection with its use of the Property based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status,

parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code.

32. **Severability.** If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

33. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Licensee waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located.

34. **Licensee's Authority.** Licensee represents, warrants, and covenants that it is duly organized, validly existing and qualified to do business in Illinois; that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the person signing this Agreement on behalf of Licensee has the authority to do so; and that this Agreement shall be binding upon and enforceable against Licensee in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF CHICAGO, an Illinois municipal corporation

Sandra Blakemore

By: _____
Sandra Blakemore
Commissioner
Department of Assets, Information and Services

LICENSEE:

Lincoln Park Zoological Society, an Illinois not-for-profit corporation

Rena Solano

By: _____
Rena Solano

Print Name: _____
Title: CFO

(Sub)Exhibits "A" and "B" referred to in this Right of Entry Agreement read as follows:

(Sub)Exhibit "A".
(To Right Of Entry Agreement)

Insurance Requirements.

EXHIBIT A

INSURANCE REQUIREMENTS

Licensee must procure and maintain, and cause its Agents to procure and maintain, at Licensee's own expense (or the expense of its Agents as applicable) during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Activity.

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Activity, and Employers Liability coverage with limits of not less than **\$500,000** each accident, illness, or disease.

Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Licensee's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the additional insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, the Licensee must provide Automobile Liability Insurance with limits of not less than **\$2,000,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

Professional Liability

When any architects, engineers, construction managers or other professional consultants

perform work or services in connection with the Activity, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Activity with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

Property

The Licensee is responsible for all loss or damage to City property at full replacement cost that results from the Activity.

The Licensee is responsible for all loss or damage to Personal Property.

ADDITIONAL REQUIREMENTS

The Licensee must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Assets, Information & Services, 2 N. LaSalle, Suite 200, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on an Insurance Certificate Form prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Licensee (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the provisions regarding insurance in this Agreement and the nature of its use of the Property. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions constitutes a violation of this Agreement, and the City retains the right to order Licensee to cease all activities on the Property until proper evidence of insurance is provided or terminate this Agreement.

The Licensee must provide prior written notice to be given to the City in the event coverage

is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

Notwithstanding any provision in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

The City is not responsible for providing insurance or security for the Property, or any Personal Property of Licensee or any of its contractors, subcontractors or other agents related to or in connection with the Activity.

(Sub)Exhibit "B".
(To Right Of Entry Agreement)

Scope Of Work.



Summary of proposed research activities

Lurie Garden

Since 2010, the Urban Wildlife Institute has monitored terrestrial mammals and bats at over 100 green spaces across the Chicago Metropolitan Area as part of a long-term biodiversity monitoring study. This research has now been replicated in cities across the world as part of the Urban Wildlife Information Network (urbanwildlifeinfo.org), a global collaboration of research partners studying the impacts of urbanization on wildlife, founded by Lincoln Park Zoo. The goal of this research is to understand how wildlife live in cities to ultimately inform urban planning and design that promotes human-wildlife coexistence. Data collected contribute to scientific publications and annual summaries are provided to landowners.

I. Terrestrial Mammal Diversity

Our objective is to examine mammalian species distribution across urban-rural transect gradients within the greater Chicago area using trail cameras. We are investigating the influence of urban development, landscape connectivity, habitat type, socioeconomic variables, and other factors on the distribution of wildlife species as revealed by the trail camera data.

Visits to Lurie Garden will occur every two weeks over a four-week period during each season (winter-January, spring-April, summer-July, and fall-October) and last no longer than 30 minutes. Personnel consist of two-three individuals visiting the site. During the initial visit, a single small remotely triggered trail camera (e.g., Bushnell Essential E3; Fig. 1A) equipped with infrared light is secured to a tree using a nylon strap. Cameras are labeled with zoo contact information and locked in place using a cable lock to deter theft or vandalism. During the second visit, we check the camera, change batteries if needed, and switch out the memory card. Cameras are removed from sites during the third and final visit (4 weeks after deployment).

Photos are stored in a password-protected database and reviewed by trained volunteers and staff. Cameras are set in locations away from human activity to avoid photos of humans. Cameras are angled at a 45-degree angle to avoid capturing faces on camera.

II. Passive acoustic bat monitoring

In addition to monitoring terrestrial mammals, the Urban Wildlife Institute conducts passive acoustic monitoring of bat species at 24 sites in Cook County between May and October annually. To explore bat species assemblages in urban areas, we temporarily secure a single passive ultrasonic recorder equipped with an ultrasonic microphone (e. g., Wildlife Acoustics SM4Bat+; Fig. 1B) to a tree using a bungee cord. All equipment is labeled and secured with a cable lock to deter theft. Locations are sampled for 7 days on average, from sunset to sunrise, in three sampling sessions: spring (May; sampling session 1), summer (July; sampling session 2), and fall (September; sampling session 3). After each recording session, call files are scrubbed and classified using Sonobat software and a 90% confidence level. Calls are included in the analysis if the software agreed on classification of a majority of the call passes (maximum of 32 passes per call). We vet calls if we detect 10 or fewer calls per species, per sampling session. We remove calls from the analysis if we disagree with Sonobat's classification.



LINCOLN PARK ZOO.
FOR WILDLIFE. FOR ALL.

Recordings are of ultrasonic frequency sound only, thus no human sounds are recorded. Recordings are stored at the Lincoln Park Zoo and are accessed by researchers.

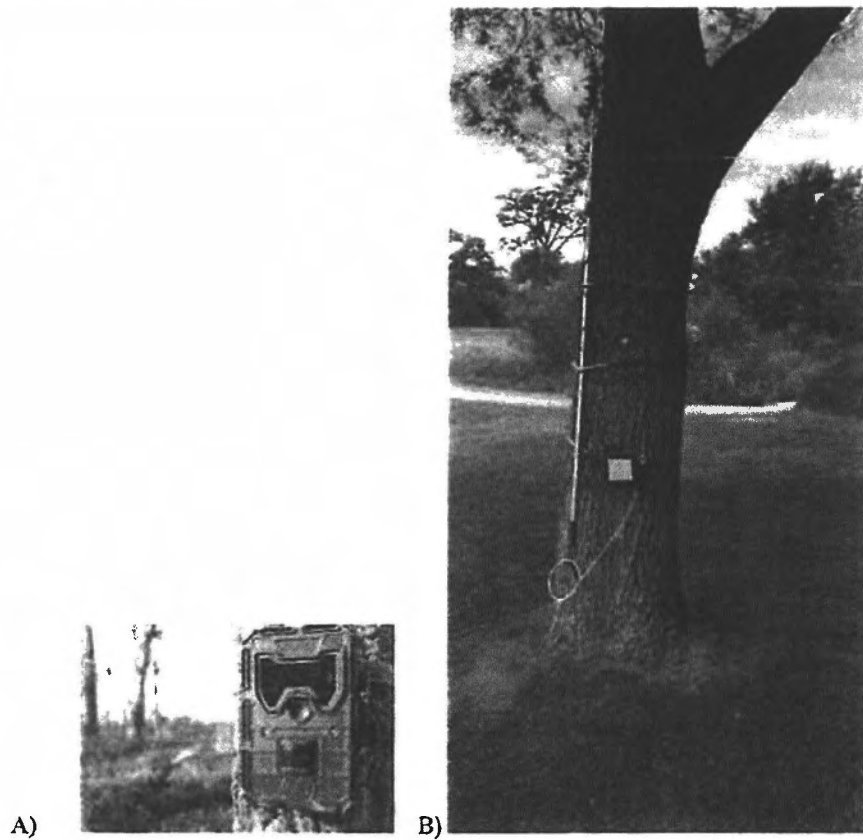


Figure 1. A) A trail camera attached to a tree. B) An ultrasonic recorder secured with a bungee cord and equipped with an ultrasonic microphone extended on a pole.

Exhibit "B".
(To Ordinance)

First Amendment To Right Of Entry Agreement.

This First Amendment to Right of Entry Agreement (this "First Amendment") is entered into as of _____, 202__ between **LINCOLN PARK ZOOLOGICAL SOCIETY**, an Illinois not for profit corporation or an affiliate ("Licensee"), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City"), through its Department of Fleet and Facility Management ("2FM").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 220 E. Monroe Street, Chicago, IL 60601, known as Lurie Garden (part of PINs 17-15-112-011-0000 and 17-15-502-001-0000) (the "Property"), as described in Exhibit A; and

WHEREAS, Lincoln Park Zoological Society, an Illinois not-for-profit corporation ("Licensee"), seeks an extension of access to the Property to continue conducting research activities by members of the Licensee (the "Activity"); and

WHEREAS, the City, through its Department of Fleet and Facility Management ("2FM"), and Licensee previously entered into a Right of Entry Agreement dated January 1, 2024, and attached hereto as Exhibit A (the "ROE"), pursuant to which the City gave Licensee access to the Property for the Activity; and

WHEREAS, the Commissioner of 2FM (the "Commissioner") has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, after 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, the 180-day period allowed under Section 2-51-050 (12) for the ROE expired on June 29, 2024; and

WHEREAS, the City has determined that it is necessary to extend the ROE in order for Licensee to continue the Activity;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.

2. Incorporation of Recitals. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

3. Term. The first sentence of Paragraph 3 of the Agreement are hereby amended to delete the language struck-through and insert the language underlined, as follows:

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate upon the later of: (a) the completion of the Activity and, if applicable, restoration of the Property in accordance with Section 11 hereof; or (b) ~~June 29, 2024~~ June 30, 2025; whichever is later. Prior to entering the Property, Licensee shall provide proof of insurance as required by Section 8 of this Agreement, and copies of any necessary permits or approvals as required under Section 6 of this Agreement.

4. Retroactive Effect. The parties agree that this First Amendment shall be effective retroactive to January 1, 2024.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

7. Incorporation of Amendment. Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

8. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

IN WITNESS WHEREOF, Licensee and the City have executed this First Amendment as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Commissioner
Department of Fleet and Facility Management

LINCOLN PARK ZOOLOGICAL SOCIETY, an
Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

[(Sub)Exhibit "A" referred to in this First Amendment to
Right of Entry Agreement constitutes Exhibit "A"
to ordinance and printed on pages 19722
through 19728 of this *Journal*.]

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF PARKING RESTRICTIONS AT 4506 N. WOLCOTT AVE.

(Except For Handicapped)

[SO2024-0013774]

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

CHICAGO, October 30, 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 amend parking restrictions at all times -- Disabled Permit 130256 at 4506 North Wolcott Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- 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:

Amendment Of Disabled Permit Parking:

Ward	Location And Permit Number
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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 Permit Number 130256" by striking: "4506 North Wolcott Avenue" and inserting: "1902 West Sunnyside Avenue" in lieu thereof. [O2024-0013290]
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SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF NO PARKING ZONES.

[SO2024-0013776]

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

CHICAGO, October 30, 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 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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
34	West Van Buren Street (north side of the street) from a point 45 feet east of South Green Street to a point 40 feet east thereof -- no parking/tow-away zone -- except Honduran Consulate parking only -- at all times -- all days; [O2024-0009271]
44	North Seminary Avenue (east side) from a point 15 feet north of West Waveland Avenue to a point 105 feet north thereof -- Fire Department Personnel parking only -- tow-away zone -- at all times -- all days. [O2024-0009328]

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

ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE ON PORTION OF
N. ARTESIAN AVE.

[SO2024-0013775]

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

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish an industrial permit parking zone on portion of North Artesian Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- 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 Comptroller is hereby authorized and directed to establish an industrial permit parking zone at the below listed location:

Ward	Location And Permit Number
27	Industrial Permit Parking Zone 27 at North Artesian Avenue (east side) from West Grand Avenue to the first alley south thereof -- 6:00 A.M. to 7:00 P.M. -- Monday through Saturday. [O2024-0009872]

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

AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONE AT 6200 -- 6260 N. LEAVITT ST.

[SO2024-0013777]

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

CHICAGO, October 30, 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 amend residential permit parking zone on a portion of North Leavitt Street, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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
50	Amend ordinance passed October 9, 2024, which reads: "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" by striking: "West Leavitt Street" and inserting: "North Leavitt Street" in lieu thereof.

[O2024-0013288]

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

Re-Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE PROHIBITING PEDDLING ON PORTIONS OF E. 79TH ST., E. 75TH ST. AND S. EUCLID PKWY.

[O2024-0012863]

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

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on October 21, 2024, recommends to *Re-Refer* to the Committee on License and Consumer Protection the following item: amendment of the Municipal Code of Chicago Section 4-244-140 to prohibit peddling on portions of East 79th Street, East 75th Street, and South Euclid Parkway (O2024-0012863) introduced on October 9, 2024, by Alderperson Mitchell (7th Ward).

A recommendation of re-referral was concurred in by a viva voce vote of the members of the committee present on October 21, 2024.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

On motion of Alderperson La Spata, the Committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.**APPOINTMENT OF CIERA WHITAKER AS MEMBER OF DISTRICT COUNCIL 006.
[A2024-0013069]**

The Committee on Police and Fire submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, which held a meeting on Friday, October 25, 2024, in person to consider the following appointment of Ciera Whitaker as a member of District Council 006 (A2024-0013069), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Ciera Whitaker as a member of District Council 006 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, Moore, Curtis, O’Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

COMMITTEE ON PUBLIC SAFETY.

CALL FOR HEARING(S) ON MISSING WOMEN IN CHICAGO.

[R2024-0008960]

The Committee on Public Safety submitted the following report:

CHICAGO, October 29, 2024.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred a resolution calling for hearings on missing women in Chicago (R2024-0008960), introduced by Alderpersons Coleman (16th Ward) and Taylor (20th Ward), 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 vote of the members of the committee present, with no dissenting votes on October 23, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The missing person crisis in Chicago is a manifestation of the realities of intersections between race, gender identity, sexual orientation, and socioeconomic status and is gender-based violence on a broader scale; and

WHEREAS, According to Dorothy Tucker, investigative journalist with CBS, Black women in Chicago are disproportionately targeted when it comes to crime, specifically leading as victims of assault, battery, criminal sexual assault, human trafficking, and kidnapping; and

WHEREAS, An investigative report from the Invisible Institute and City Bureau raised concerns about the handling of people trying to report missing loved ones; and

WHEREAS, The report also found that there were issues in data-keeping practices; and

WHEREAS, In 2022, Black women represented nearly one in four crime victims in Chicago, despite making up only 16 percent of the City's population; and

WHEREAS, In that same year, of the nearly 1,600 recorded sexual assaults, Black women made up about 40 percent of the victims and survivors; and

WHEREAS, As of 2022, Black women accounted for about 35 percent of assaults, 38 percent of batteries, and 34 percent of total recorded kidnappings; and

WHEREAS, While using public transportation, Black women accounted for 38 percent of assaults on public buses, bus stops, trains, and stations and more than half of the recorded sexual assault victims in 2022; and

WHEREAS, Black girls and women between the ages of 10 and 20 make up about 30 percent of all missing person cases in the City, according to police data, despite comprising only two percent of the City population as of 2020; and

WHEREAS, The Illinois Task Force on Missing and Murdered Chicago Women convened for the first time on May 25, 2023; and

WHEREAS, Mayor Brandon Johnson is calling for a Task Force on missing women, consisting of the members of the Department of Family and Support Services, the Advisory Council on Women, the Gender-Based Violence Task Force, the Chicago Police Department, and other community stakeholders to look into this issue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, do hereby call on the Committee on Public Safety to hold a subject matter hearing about the crisis of missing women in the Chicago community, and to invite the Mayor's Task Force on Missing Women, Dorothy Tucker, investigative journalist, Trina Reynolds-Tyler, Director of Beneath the Surface at the Invisible Institute, and Sarah Conway, Senior Reporter at City Bureau, and other experts and stakeholders to shed light on this very important issue.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

APPOINTMENT OF SHARON BUSH AS COMMISSIONER OF CHICAGO PARK DISTRICT.

[A2024-0012406]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 25, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an appointment (A2024-0012406) of Sharon Bush as a commissioner of the Chicago Park District, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 25, 2024.

(Signed) NICHOLAS SPOSATO,
Chair.

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Sharon Bush as a commissioner of the Chicago Park District 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR IMPROVEMENTS AT
LASALLE II ELEMENTARY SCHOOL TURF FIELD, 1148 N. HONORE ST.

[O2024-0012491]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 25, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0012491) for the expenditure of Open Space Impact Fee funds for improvements at LaSalle II Elementary School turf field, 1148 North Honore Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 25, 2024.

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The City's Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the West Town Community Area (the "Area") have deepened the already significant deficit of open space in the Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed certain improvements including, but not limited to, soil removal, excavation and disposal soil, site preparation, the installation of a concrete containment curb, running track, installation of an artificial turf field with soccer and baseball striping, a backstop, two portable soccer goals, and drainage infrastructure (the "Project") at LaSalle II Elementary School located at 1148 North Honore Street, Chicago, Illinois 60622; and

WHEREAS, The Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Area; and

WHEREAS, The Department and the Board have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. 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 the Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on the part of the Department.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. 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)

*Intergovernmental Cooperation Agreement For
LaSalle II Elementary School Turf Field.*

This Agreement (the "**Agreement**") is entered into as of ____ day of _____, 2024, between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "**Department**") and the Board of Education of the City of Chicago (the "**Board**"), a body politic and corporate.

RECITALS

WHEREAS, the Board has proposed certain improvements at LaSalle II Elementary School located at 1148 North Honore Street, Chicago, Illinois, 60622 (the "**School**"), which is commonly known and legally identified and described on **Exhibit A** hereto, including but not limited to, soil removal, excavation and disposal soil, site preparation, the installation of a concrete containment curb, running track, installation of an artificial turf field with soccer and baseball striping, a backstop, two portable soccer goals, and drainage infrastructure (the "**Project**"); and

WHEREAS, on April 1, 1998, the City Council of the City (the "**City Council**") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "**Open Space Ordinance**") of the Municipal Code of Chicago (the "**Code**") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "**Open Space Fees**"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the West Town Community Area (the "**Community Area**") and contiguous communities (the "**Proceeds**") and has deposited such Proceeds in the fund set up for the Community Area identified by CAPS code PS24 131 54 5024 2604; and

WHEREAS, on [____], the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages [____] (the "**Authorizing Ordinance**"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Five Hundred Thousand and No/100 dollars (\$500,000) (the "**City Funds**"), which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, the Board has received a grant of funds from (i) LaSalle II PTO, an Illinois not-for-profit corporation, in the amount of \$100,000, and (ii) LaSalle II Local School Council, a local school council established under 105 ILCS 5/34-2.1, in the amount of \$100,000 (collectively (i) and (ii) shall be referred to as the "**Grant Funds**"); and

WHEREAS, the Board has \$300,000 available from its approved capital plan (the "**Board Capital Funds**"); and

WHEREAS, under authority granted in Board Rule No. Sec. 7-13.d (the "**Board Rule**"), the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on **Exhibit B** and to accept the City Funds; and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and the Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS

For all purposes of the Agreement, the following terms shall be defined as follows:

2.1 Authorized City Representative. The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

2.2 Authorized Board Representative. The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Venguanette Dye, Executive Director of Capital Planning and Construction as the Authorized Board Representative.

2.3 Budget. The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the "Preliminary Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Budget is attached hereto as **Exhibit C**.

2.4 Building Scope. The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function,

dimensions, spatial relationships and materials to be used in the design and construction of the Project.

2.5 Contract. The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

2.6 Contract Documents. The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

2.7 Contractor. Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project

2.8 Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

2.9 Project. The design, development, construction and improvement of the School as described in the first Recital, in accordance with the time schedule and plans set forth in this Agreement.

2.10 Punch List Work. Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Board Representatives, which must be completed before Final Acceptance.

2.11 Schedule. The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on **Exhibit D.**

2.12 Work. All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Code.

3.2 Review of Project. The City and the Board, by their designated representatives, will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings,

footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project, and the Board will commence implementation of the Project. Notwithstanding anything to the contrary elsewhere in this Agreement, there are no Board funding obligations under this Agreement other than the Grant Funds and the Board Capital Funds

3.4. Selection of General Contractor. The Board will retain Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Code and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on **Exhibit E** (the "**Drawings**"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 *et seq.* (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.* (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, such. B, sec. 400.100 *et seq.* (1988). No material deviation from the Drawings may be made without the prior written approval of the City, which will not be unreasonably withheld.

3.8. Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its Contractors to name the City (and the Public Building Commission of Chicago ("PBC") in its capacity as titleholder as its interests may appear) as additional insureds on all insurance policies and to require its Contractors to indemnify the City (and the PBC in its capacity as titleholder as its interests may appear) from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the Project by its Contractors or Contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to ensure that such activity with regard to construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on **Exhibit C** (the "Preliminary Budget") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in **Exhibit D** ("Schedule"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied, or obligations incurred by or for the Board with regard to the Project.

SECTION 4. FUNDING

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and general contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and the Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the general contractor, a general waiver of lien from

the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturers or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. Finally, the Board shall deliver to the City an executed Certificate of Expenditure and Completion, the form of which is attached hereto as Exhibit F. The City shall disburse the City Funds within 30 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department is for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. COMMENCEMENT AND COMPLETION OF THE PROJECT.

Reserved.

SECTION 7. CERTIFICATE OF COMPLETION.

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion (the "**Certificate**") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City, which shall be promptly issued by the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

On-Going Maintenance of the Project. The Board shall cause the School throughout the Term of the Agreement to: (a) maintain the Project; (b) provide light bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project. "**Improvements**" shall mean soil removal, excavation and disposal soil, site preparation, the installation of a concrete containment curb, running track, installation of an artificial turf field with soccer and baseball striping, a backstop, two portable soccer goals, and drainage infrastructure. The Parties agree that the actual useful life of the Improvements, meaning the period in which they shall continue to be functional in the manner required for safe and effective use for their particular purpose, is estimated to be approximately ten (10) to fifteen (15) years after the City's issuance of the Certificate.

8.2. Use of the Project

(a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the School is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.

(b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.

(c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized City Representative, Department of Planning and Development, City of Chicago, Suite 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirements

for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Project. Notwithstanding anything to the contrary contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.

(d) Injury to Persons and Property; Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000. Furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) subject to the limitations set forth in Sections 8.1. and 12 hereof, the failure of the Board to perform its obligations under this Agreement to maintain the Project as set forth in and limited by Sections 8.1 and 12, for so long as the Board is the beneficial owner and controls the School and/or the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

(e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of the Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or such Assignee or any of their respective employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board (and the City of Chicago in Trust For the Use Of Schools and the PBC, in their capacity as titleholder as their

interests may appear) shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility services (e.g. electrical, water and sewer) to the Project.

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. RESERVED.

SECTION 12. TERM OF THE AGREEMENT.

Term. The Term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, the obligations as set forth in Section 8 of this Agreement shall continue until and terminate upon the first to occur of: (a) the date that the Board ceases to be the beneficial owner and control the School and/or the School ceases to operate as a Chicago Public School; or (b) the date occurring ten (10) years after the City's issuance of the Certificate.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party,

upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or
2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5. Access to the School. Throughout the Term of the Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6. City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely

relating to the Project, including, without limitation, general contractor's sworn statements, the contract with the general contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense.

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City reasonably determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S AND BOARD'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations: City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have

the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. RESERVED.

SECTION 17. GENERAL PROVISIONS.

17.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.5. Intentionally Omitted.

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

17.7. Compliance with Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

17.8. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

17.9. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and

shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

17.11. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

17.12. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

17.13. Intentionally Omitted.

17.14. Integration. This Agreement contains the entire agreement between the parties.

17.15. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

17.16. Notice Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication by fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
 Department of Planning and Development
 Attention: Commissioner
 City Hall, Suite 1000
 121 N. La Salle Street
 Chicago, Illinois 60602
 (312) 744-6550 (Fax)

With copies to: City of Chicago
 Department of Law
 Attention: Finance and Economic Development Division
 City Hall, Suite 600
 121 N. La Salle Street
 Chicago, Illinois 60602
 (312) 744-0200
 (312) 744-8538 (Fax)

Notice to Board shall be addressed to:

Board of Education of the City of Chicago
 Department of Operations
 42 West Madison Street, 3rd Floor
 Chicago, Illinois 60602
 Attn: Chief Operations Officer
 (773) 553-1648
 (773) 553-1501 (Fax)

With copies to: Board of Education of the City of Chicago

Bureau of Treasury
 42 West Madison Street, 2nd Floor
 Chicago, Illinois 60602
 Attn: Chief Financial Officer
 (773) 553-2790
 (773) 553-2701 (Fax)

and:

Board of Education of the City of Chicago
 1 North Dearborn Street, Suite 900
 Chicago, Illinois 60602
 Attn: General Counsel
 (773) 553-1700
 (773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of 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. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

17.18. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Meg Gustafson
 City of Chicago
 Department of Planning and Development
 City Hall, Suite 1001
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-0524
 (312) 742-8548 (Fax)

For the Board:

 Board of Education of the City of Chicago

Department of Operations
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602

[]

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein.

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation

By: _____
Ciere Boatright, Commissioner
Department of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Miroslava Mejia Krug
Chief Financial Officer

Board Rule No. Sec. 7-13(d)

Approved as to legal form:

Ruchi Verma, General Counsel

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Intergovernmental Cooperation Agreement for LaSalle II Elementary School Turf Field read as follows:

(Sub)Exhibit "A".
 (To Intergovernmental Cooperation Agreement For
 LaSalle II Elementary School Turf Field)

1148 N. Honore St.
Chicago, Illinois 60622.

Legal Description (subject to title and survey):

Lots 1 to 25 and 37 to 50 in Lull and Mayer's Subdivision of the west half of Block 1, in Cochran's Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

Permanent Index Number ("PIN"):

17-06-402-001-0000.

(Sub)Exhibit "B".
 (To Intergovernmental Cooperation Agreement For
 LaSalle II Elementary School Turf Field)

Project Description.

This LaSalle II Elementary School project is comprised of improvements, including but not limited to, soil removal, excavation and disposal soil, site preparation, the installation of a concrete containment curb, running track, installation of an artificial turf field with soccer and baseball striping, a backstop, two portable soccer goals, and drainage infrastructure.

(Sub)Exhibit "C".
 (To Intergovernmental Cooperation Agreement For
 LaSalle II Elementary School Turf Field)

Preliminary Budget.

Item	Cost
Soil removal, excavation, soil disposal, site preparation	\$ 182,000
11,000-square-foot artificial turf including aggregate subbase, 9-foot asphalt track, concrete curb, backstop, two soccer goals, drainage infrastructure	818,000
Total:	\$ 1,000,000

(Sub)Exhibit "D".

(To Intergovernmental Cooperation Agreement For LaSalle II Elementary School Turf Field)

Schedule.

(To Be Attached Prior To Execution Of The Agreement)

(Sub)Exhibit "E".

(To Intergovernmental Cooperation Agreement For LaSalle II Elementary School Turf Field)

Drawings.

(To Be Attached Prior To Execution Of The Agreement)

(Sub)Exhibit "F".

(To Intergovernmental Cooperation Agreement For LaSalle II Elementary School Turf Field)

Certificate Of Expenditure And Completion.

State of Illinois)
) SS.
County of Cook)

The affiant, the Board of Education of the City of Chicago, a body politic and corporate, hereby certifies that with respect to that certain Intergovernmental Agreement between the Board of Education of the City of Chicago (the "Board") and the City of Chicago (the "City") dated _____, 2024 regarding LaSalle II Elementary School (the "Agreement"):

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

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

\$ _____

C. The Board requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

\$ _____

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

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and to the best of its knowledge and belief the Board is in compliance with all applicable covenants contained herein.

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

3. The Board has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Agreement.

4. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project.

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

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2024.

The Department of Planning and Development of the City of Chicago hereby certifies to the best of its knowledge that the Board has satisfactorily performed its covenants and agreements with respect to the Project, as such term is defined in the Agreement.

Agreed and Accepted:

Name: Ciere Boatright
Title: Commissioner
City of Chicago,
Department of Planning and Development

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR IMPROVEMENTS TO
GOETHE ELEMENTARY SCHOOL ATHLETIC AND RECREATIONAL FACILITIES
AT 2236 N. ROCKWELL ST.

[O2024-0013124]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 25, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0013124) for the expenditure of Open Space Impact Fee funds for improvements to Goethe Elementary School athletic and recreational facilities at 2236 North Rockwell Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 25, 2024.

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Logan Square Community Area have deepened the already significant deficit of open space in the Logan Square Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed certain improvements including, but not limited to, installation of an artificial turf play area, U-8 soccer markings and goals, sand infill, concrete containment curb, stormwater drainage infrastructure system, and a two-lane asphalt running track (the "Project") at Goethe Elementary School located at 2236 North Rockwell Street, Chicago, Illinois 60647; and

WHEREAS, The Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed Five Hundred Four Thousand and no/100 Dollars (\$504,000.00) for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Logan Square Community Area; and

WHEREAS, The Department and the Board have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, The Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Logan Square Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Department has recommended that the City Council: (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed Five Hundred Four Thousand and no/100 Dollars (\$504,000.00) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. 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 the Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on the part of the Department.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. 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)

*Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field.*

This Agreement (the "**Agreement**") is entered into as of ____ day of _____, 2024, between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "**Department**") and the Board of Education of the City of Chicago (the "**Board**"), a body politic and corporate.

RECITALS

WHEREAS, the Board has proposed certain improvements at Goethe Elementary School located at 2236 N. Rockwell Street, Chicago, Illinois, 60647 (the "**School**"), which is commonly known and legally identified and described on **Exhibit A** hereto, including but not limited to, installation of an artificial turf play area, U-8 soccer marking and goals, sand infill, concrete containment curb, stormwater drainage infrastructure system, and a two-lane asphalt running track (the "**Project**"); and

WHEREAS, on April 1, 1998, the City Council of the City (the "**City Council**") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "**Open Space Ordinance**") of the Municipal Code of Chicago (the "**Code**") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "**Open Space Fees**"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Logan Square Community Area (the "**Community Area**") and contiguous communities (the "**Proceeds**") and has deposited such Proceeds in the fund set up for the Community Area identified by CAPS code PS22 131 54 5022 2604; and

WHEREAS, on [____], the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages [____] (the "**Authorizing Ordinance**"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Five Hundred Four Thousand and No/100 dollars (\$504,000) (the "**City Funds**"), which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, the Board has received grants of funds from (i) DCEO in the amount of \$200,000, (ii) Friends of Goethe in the amount of \$50,000, and (iii) Aldermanic Menu Funds in the amount of \$100,000 (collectively (i), (ii), and (iii) shall be referred to as the "**Grant Funds**"); and

WHEREAS, the Board has \$626,000 available from its approved capital plan (the "**Board Capital Funds**"); and

WHEREAS, under authority granted in Board Rule No. Sec. 7-13.d (the "**Board Rule**"), the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on **Exhibit B** and to accept the City Funds; and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and the Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS

For all purposes of the Agreement, the following terms shall be defined as follows:

2.1 Authorized City Representative. The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

2.2 Authorized Board Representative. The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Venguanette Dye, Executive Director of Capital Planning and Construction as the Authorized Board Representative.

2.3 Budget. The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the "Preliminary Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Budget is attached hereto as **Exhibit C**.

2.4 Building Scope. The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function,

dimensions, spatial relationships and materials to be used in the design and construction of the Project.

2.5 Contract. The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

2.6 Contract Documents. The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

2.7 Contractor. Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project

2.8 Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

2.9 Project. The design, development, construction and improvement of the School as described in the first Recital, in accordance with the time schedule and plans set forth in this Agreement.

2.10 Punch List Work. Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Board Representatives, which must be completed before Final Acceptance.

2.11 Schedule. The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on Exhibit D.

2.12 Work. All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to, or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Code.

3.2 Review of Project. The City and the Board, by their designated representatives, will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings,

footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project, and the Board will commence implementation of the Project. Notwithstanding anything to the contrary elsewhere in this Agreement, there are no Board funding obligations under this Agreement other than the Grant Funds and the Board Capital Funds

3.4. Selection of General Contractor. The Board will retain Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Code and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on **Exhibit E** (the "**Drawings**"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, such. B, sec. 400.100 et seq. (1988). No material deviation from the Drawings may be made without the prior written approval of the City, which will not be unreasonably withheld.

3.8. Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its Contractors to name the City (and the Public Building Commission of Chicago ("PBC") in its capacity as titleholder as its interests may appear) as additional insureds on all insurance policies and to require its Contractors to indemnify the City (and the PBC in its capacity as titleholder as its interests may appear) from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the Project by its Contractors or Contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to ensure that such activity with regard to construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on **Exhibit C** (the "Preliminary Budget") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in **Exhibit D** ("Schedule"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied, or obligations incurred by or for the Board with regard to the Project.

SECTION 4. FUNDING

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and general contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and the Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the general contractor, a general waiver of lien from

the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturers or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. Finally, the Board shall deliver to the City an executed Certificate of Expenditure and Completion, the form of which is attached hereto as Exhibit F. The City shall disburse the City Funds within 30 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department is for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. [RESERVED.]

SECTION 7. CERTIFICATE OF COMPLETION.

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion (the "**Certificate**") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City, which shall be promptly issued by the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

8.1. Maintenance of the Project.

On-Going Maintenance of the Project. The Board shall cause the School throughout the Term of the Agreement to: (a) maintain the Project; (b) provide light

bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project. "**Improvements**" shall mean the installation of an artificial turf play area, U-8 soccer marking and goals, sand infill, concrete containment curb, stormwater drainage infrastructure system, and a two-lane asphalt running track . The Parties agree that the actual useful life of the Improvements, meaning the period in which they shall continue to be functional in the manner required for safe and effective use for their particular purpose, is estimated to be approximately ten (10) to fifteen (15) years after the City's issuance of the Certificate.

8.2. Use of the Project

(a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the School is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.

(b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.

(c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized City Representative, Department of Planning and Development, City of Chicago, Suite 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirements for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Project. Notwithstanding anything to the contrary

contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.

(d) Injury to Persons and Property; Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000. Furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) subject to the limitations set forth in Sections 8.1. and 12 hereof, the failure of the Board to perform its obligations under this Agreement to maintain the Project as set forth in and limited by Sections 8.1 and 12, for so long as the Board is the beneficial owner and controls the School and/or the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

(e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of the Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or such Assignee or any of their respective employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board (and the City of Chicago in Trust For the Use Of Schools and the PBC, in their capacity as titleholder as their interests may appear) shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility services (e.g. electrical, water and sewer) to the Project.

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. [RESERVED.]

SECTION 12. TERM OF THE AGREEMENT.

Term. The Term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, the obligations as set forth in Section 8 of this Agreement shall continue until and terminate upon the first to occur of: (a) the date that the Board ceases to be the beneficial owner and control the School and/or the School ceases to operate as a Chicago Public School; or (b) the date occurring ten (10) years after the City's issuance of the Certificate.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently

proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or
2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5. Access to the School. Throughout the Term of the Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6. City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely relating to the Project, including, without limitation, general contractor's sworn statements, the contract with the general contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the

offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense.

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City reasonably determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S AND BOARD'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations; City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. [RESERVED.]**SECTION 17. GENERAL PROVISIONS.**

17.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.5. [Intentionally Omitted.]

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

17.7. Compliance with Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

17.8. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

17.9. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

Chicago, Illinois 60602
Attn: Chief Financial Officer
(773) 553-2790
(773) 553-2701 (Fax)

and:

Board of Education of the City of Chicago
1 North Dearborn Street, Suite 900
Chicago, Illinois 60602
Attn: General Counsel
(773) 553-1700
(773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of 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. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

17.18. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Meg Gustafson
City of Chicago
Department of Planning and Development
City Hall, Suite 1001
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0524
(312) 742-8548 (Fax)

For the Board: []
[]
Board of Education of the City of Chicago
Department of Operations

42 West Madison Street, 3rd Floor
Chicago, Illinois 60602

[_____]

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein.

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation

By: _____
Ciere Boatright, Commissioner
Department of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Miroslava Mejia Krug
Chief Financial Officer

Board Rule No. Sec. 7-13(d)

Approved as to legal form:

Ruchi Verma, General Counsel

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Intergovernmental Cooperation Agreement for Goethe Elementary School Turf Field read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

*2236 N. Rockwell St.
Chicago, Illinois 60647.*

Legal Description (subject to title and survey):

Lots 1 to 16 in Greenwood's Subdivision of Lot 3 of John Gray's Subdivision of 8 acres, east of and adjoining the west 25 acres north of Milwaukee Avenue (Plank Road) in the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian; also, Lot 4 in John Gray's Subdivision, aforesaid; also, Lots 1 to 7 of Morse's Subdivision of Lots 5 to 8 of John Gray's Subdivision aforesaid, all in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

Permanent Index Number ("PIN"):

13-36-202-021-0000.

(Sub)Exhibit "B".
(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

Project Description.

This Elementary School project is comprised of improvements, including but not limited to, installation of an artificial turf play area, U-8 soccer markings and goals, sand infill, concrete containment curb, stormwater drainage infrastructure system and a two-lane asphalt running track.

(Sub)Exhibit "C".
(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

Preliminary Budget.

Item	Cost
Compacted soil removal and disposal, excavation and disposal soil	\$ 300,000

Item	Cost
Drainage infrastructure, stormwater management	\$ 380,000
Artificial turf, shock pad, sand infill, U-8 soccer markings, soccer goals, concrete containment curb	600,000
Two-lane asphalt running track	200,000
TOTAL:	\$1,480,000

(Sub)Exhibit "D".

(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

Schedule.

(To Be Attached Prior To Execution Of The Agreement)

(Sub)Exhibit "E".

(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

Drawings.

(To Be Attached Prior To Execution Of The Agreement)

(Sub)Exhibit "F".

(To Intergovernmental Cooperation Agreement For
Goethe Elementary School Turf Field)

Certificate Of Expenditure And Completion.

State of Illinois)
) SS.
County of Cook)

The affiant, the Board of Education of the City of Chicago, a body politic and corporate, hereby certifies that with respect to that certain Intergovernmental Agreement between the Board of Education of the City of Chicago (the "Board") and the City of Chicago (the "City") dated _____, 2024 regarding Goethe Elementary School (the "Agreement"):

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

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

\$ _____

C. The Board requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

\$ _____

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

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and to the best of its knowledge and belief the Board is in compliance with all applicable covenants contained herein.

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

3. The Board has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Agreement.

4. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project.

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

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2024.

The Department of Planning and Development of the City of Chicago hereby certifies to the best of its knowledge that the Board has satisfactorily performed its covenants and agreements with respect to Project, as such term is defined in the Agreement.

Agreed and Accepted:

Name: Ciere Boatright
Title: Commissioner
City of Chicago,
Department of Planning and Development

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS TO NEIGHBORSPACE
FOR INSTALLATION OF PERMANENT INFRASTRUCTURE IN COMMUNITY
OPEN SPACE AND GARDEN AT 947 W. CULLERTON ST.

[O2024-0013125]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 25, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0013125) for the expenditure of Open Space Impact Fee funds to NeighborSpace for the installation of permanent infrastructure in community open space and garden at 947 West Cullerton Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 25, 2024.

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development (“DPD”) has determined that the Fee-Paying Developments built in the Lower West Side Community Area have deepened the already significant deficits of open space in the Lower West Side Community Area, which deficits were documented in the comprehensive plan entitled “The CitySpace Plan”, adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City desires to grant NeighborSpace Open Space Fees to pay or reimburse NeighborSpace for the installation of permanent infrastructure in the community open space and garden project, located generally at 947 West Cullerton Street in the Lower West Side Community Area (the “Project”); and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in an amount not to exceed \$455,000 for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the Lower West Side Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; 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 part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with NeighborSpace in connection herewith, in substantially the form attached hereto as Exhibit A and made a part hereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and to provide Open Space Fees proceeds to NeighborSpace in an amount not to exceed \$455,000, from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$455,000 from the Lower West Side Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Grant Agreement Between The City Of Chicago And NeighborSpace.

Lower West Side -- Open Space Creation.

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2024, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, NeighborSpace was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing, or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Lower West Side Community Area have deepened the already significant deficits of open space in the Lower West Side Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant NeighborSpace Open Space Fees to pay or reimburse NeighborSpace for the installation of permanent infrastructure in the community open space and garden project, located generally at 947 W. Cullerton Street in the Lower West Side community area (the "Project"); and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in amounts not to exceed \$455,000 for the Project; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Lower West Side Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fee proceeds in an aggregate amount not to exceed \$455,000 (the "Grant") to undertake the Project; and

WHEREAS, on _____, 2024, the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ thereof, among other things, finding that the Project would provide a direct and material

benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

WHEREAS, the City and NeighborSpace have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, NeighborSpace must repay any such excess Grant funds to the City.

B. NeighborSpace hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 1, ("Eligible Costs").

C. NeighborSpace is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source of funds for disbursements under this Agreement is Fund Number PS31 131 54 5031 2604 (not to exceed \$455,000).

E. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

SECTION 3. COVENANTS AND REPRESENTATIONS

NeighborSpace hereby warrants, represents and/or covenants to the City that:

A. NeighborSpace will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace, or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

C. NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

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 NeighborSpace that would materially impair its ability to perform under this Agreement.

G. NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. NeighborSpace shall at all times perform its work in fulfilling NeighborSpace's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. NeighborSpace shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

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

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to NeighborSpace after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

SECTION 7. INSURANCE

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for

any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

B. OTHER REQUIREMENTS

NeighborSpace will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NeighborSpace shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence required under this Agreement shall not be deemed to be a waiver by the City of any requirements for NeighborSpace to obtain and maintain the specified coverages.

NeighborSpace shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by NeighborSpace and contractors.

NeighborSpace agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified within the Agreement documents or by law.

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by NeighborSpace under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as NeighborSpace is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

NeighborSpace agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If NeighborSpace, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to NeighborSpace. If the City so terminates this Agreement, NeighborSpace shall reimburse the City promptly any amounts received pursuant to this Agreement.

C. If NeighborSpace defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and NeighborSpace will repay the City promptly any amounts received pursuant to this Agreement.

D. If NeighborSpace's default is not described in paragraphs A or B of this Section 9, the City will give NeighborSpace 30 days advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by NeighborSpace or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, 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 official has a business relationship that creates a financial interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a “**financial interest**” as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

A. Assignment. This Agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

C. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

D. Entire Agreement. This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. 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.

G. Inspection and Records. NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: Department of Law
City of Chicago
Attention: Finance and Economic Development
Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-5185 (Fax)

To NeighborSpace: NeighborSpace
445 North Sacramento Blvd.
Chicago, Illinois 60612
(773) 826-3127
(773) 442-0299 (Fax)
Attention: Ben Helphand, Executive Director

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. 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. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

K. 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.

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. NeighborSpace agrees that NeighborSpace, any person or entity who directly or indirectly has an ownership or beneficial interest in NeighborSpace of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, NeighborSpace's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (NeighborSpace 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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid,

proposal or Agreement by NeighborSpace, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between NeighborSpace and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

NeighborSpace represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached NeighborSpace or the date NeighborSpace approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

NeighborSpace agrees that NeighborSpace shall not: (a) coerce, compel or intimidate NeighborSpace's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse NeighborSpace's 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.

NeighborSpace agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

NeighborSpace agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If NeighborSpace violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject NeighborSpace's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City to which NeighborSpace are a party that is (i) formed under the authority of chapter 2-92 of the 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.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Code.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

For purposes of this Section 12(O) only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married, as marriage is defined under Illinois law; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) 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 (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

P. FOIA and Local Records Act Compliance.

1) FOIA. NeighborSpace acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 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 NeighborSpace receives a request from the City to produce records within the scope of FOIA, then NeighborSpace covenants to comply with such request within 48 hours of the date of such request. Failure by NeighborSpace to timely comply with such request will be a breach of this Agreement.

2) Exempt Information. Documents that NeighborSpace submits to the City 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 NeighborSpace to be treated as a trade secret or information that would cause competitive harm, FOIA requires that NeighborSpace mark any such documents as "proprietary, privileged or confidential." If NeighborSpace 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.

3) Local Records Act. NeighborSpace 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, NeighborSpace covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

[The remainder of this page is intentionally blank.
Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Ciere Boatright
Commissioner
Department of Planning and
Development

NEIGHBORSPLACE, an Illinois not-for-profit corporation

By: _____
Ben Helphand
Executive Director

(Sub)Exhibit 1 referred to in this Grant Agreement between the City of Chicago and NeighborSpace reads as follows:

(Sub)Exhibit 1.
(To Grant Agreement Between The City Of Chicago And NeighborSpace)

Eligible Costs.

Item	Cost
Earthworks and Grading	\$30,000.00
Pathways and Plaza (2,500 square feet)	45,000.00
Fencing and Gateways (350 lineal feet)	40,000.00
Native Plants/Trees	30,000.00
Lighting/Electrical	35,000.00
Garden Furnishings (seating, signage)	30,000.00
Public Art	50,000.00
Garden Features (dog run, nature play, etc.)	114,500.00
Community Design	35,000.00
Project Management	45,500.00
TOTAL:	\$455,000.00*

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS TO NEIGHBORSPACE
FOR DEVELOPMENT OF WINNSLIE PARKWAY COMMUNITY GARDEN ON EAST
SIDE OF N. RAVENSWOOD AVE., FROM W. LAWRENCE AVE. TO W. AINSLIE ST.
[O2024-0012495]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

* Notwithstanding this amount, in no event shall the grant of Open Space Fees contemplated in this Agreement exceed \$455,000.

CHICAGO, October 25, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0012495) for the expenditure of Open Space Impact Fee funds to NeighborSpace for development of Winnslie Parkway Community Garden on the east side of North Ravenswood Avenue, from West Lawrence Avenue to West Ainslie Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on October 25, 2024.

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Lincoln Square and Uptown Community Areas have deepened the already significant deficits of open space in the Lincoln Square and Uptown Community Areas, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City desires to grant NeighborSpace impact fee funds to pay or reimburse NeighborSpace for the development of Winnslie Parkway, a community garden to be located generally on the east side of North Ravenswood Avenue, from West Lawrence Avenue to West Ainslie Street, in the Lincoln Square and Uptown Community Areas (the "Project"); and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in the amount of \$284,888 from the Lincoln Square Community Area and \$18,217 from the Uptown Community Area for an aggregate total of \$303,105 for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the Lincoln Square and Uptown Community Areas, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; 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 part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with NeighborSpace in connection herewith, in substantially the form attached hereto as Exhibit A and made a part hereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and to provide Open Space Fees proceeds to NeighborSpace in an amount not to exceed \$303,105, from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$284,888 from the Lincoln Square Community Area and Open Space Fees in the amount of \$18,217 from the Uptown Community Area for an aggregate total of \$303,105 are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Grant Agreement Between The City Of Chicago And NeighborSpace.

Winnslie Parkway

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2024, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, NeighborSpace was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing, or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Lincoln Square and Uptown Community Areas have deepened the already significant deficits of open space in the Lincoln Square Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant NeighborSpace impact fee funds to pay or reimburse NeighborSpace for development of Winnslie Parkway, a community garden to be located generally on the east side of North Ravenswood Avenue from West Lawrence Avenue to West Ainslie Street, in the Lincoln Square and Uptown Community Areas (the "Project"); and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in the amount of \$284,888 from the Lincoln Square Community Area and Open Space Fees in the amount of \$18,217 from the Uptown Community Area for an aggregate not to exceed amount of \$303,105 for the Project (the "Grant"); and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Lincoln Square and Uptown Community Areas, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, on _____, 2024, the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ thereof, among other things, finding that the Project would provide a direct and material

benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

WHEREAS, the City and NeighborSpace have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, NeighborSpace must repay any such excess Grant funds to the City.

B. NeighborSpace hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 1, ("Eligible Costs").

C. NeighborSpace is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source and amount of funds for disbursements under this Agreement are Fund Number PS03 131 54 5003 2604 in a not to exceed amount of \$18,217 (Uptown Community Area) and Fund Number PS04 131 54 5004 2604 in a not to exceed amount of \$284,888 (Lincoln Square Community Area) for total Grant amount not to exceed \$303,105.

E. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

SECTION 3. COVENANTS AND REPRESENTATIONS

NeighborSpace hereby warrants, represents and/or covenants to the City that:

A. NeighborSpace will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace, or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

C. NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

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 NeighborSpace that would materially impair its ability to perform under this Agreement.

G. NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. NeighborSpace shall at all times perform its work in fulfilling NeighborSpace's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. NeighborSpace shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

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

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to NeighborSpace after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

SECTION 7. INSURANCE

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less

than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

B. OTHER REQUIREMENTS

NeighborSpace will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NeighborSpace shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence required under this Agreement shall not be deemed to be a waiver by the City of any requirements for NeighborSpace to obtain and maintain the specified coverages.

NeighborSpace shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by NeighborSpace and contractors.

NeighborSpace agrees that insurers shall waive their rights of subrogation against

the City of Chicago, its employees, elected officials, agents, or representatives.

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified within the Agreement documents or by law.

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by NeighborSpace under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as NeighborSpace is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

NeighborSpace agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If NeighborSpace, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to NeighborSpace. If the City so terminates this Agreement, NeighborSpace shall reimburse the City promptly any amounts received pursuant to this Agreement.

C. If NeighborSpace defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and NeighborSpace will repay the City promptly any amounts received pursuant to this Agreement.

D. If NeighborSpace's default is not described in paragraphs A or B of this Section 9, the City will give NeighborSpace 30 days advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the

default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by NeighborSpace or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor; with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, 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 official has a business relationship that creates a financial interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a "financial interest" as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended.

Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

A. Assignment. This Agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

C. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

D. Entire Agreement. This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. 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.

G. Inspection and Records. NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: Department of Law
City of Chicago
Attention: Finance and Economic Development
Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To NeighborSpace: NeighborSpace
445 North Sacramento Blvd.
Chicago, Illinois 60612
(773) 826-3127
(773) 442-0299 (Fax)
Attention: Ben Helphand, Executive Director

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice

given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. 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. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

K. 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.

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. 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 and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. NeighborSpace agrees that NeighborSpace, any person or entity who directly or indirectly has an ownership or beneficial interest in

NeighborSpace of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, NeighborSpace's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (NeighborSpace 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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by NeighborSpace, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between NeighborSpace and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

NeighborSpace represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached NeighborSpace or the date NeighborSpace approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

NeighborSpace agrees that NeighborSpace shall not: (a) coerce, compel or intimidate NeighborSpace's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse NeighborSpace's 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.

NeighborSpace agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

NeighborSpace agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If NeighborSpace violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject NeighborSpace's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City to which NeighborSpace are a party that is (i) formed under the authority of chapter 2-92 of the 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.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Code.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

For purposes of this Section 12(O) only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married, as marriage is defined under Illinois law; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) 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 (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Code.

P. FOIA and Local Records Act Compliance.

1) FOIA. NeighborSpace acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 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 NeighborSpace receives a request from the City to produce records within the scope of FOIA, then NeighborSpace covenants to comply with such request within 48 hours of the date of such request. Failure by NeighborSpace to timely comply with such request will be a breach of this Agreement.

2) Exempt Information. Documents that NeighborSpace submits to the City 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 NeighborSpace to be treated as a trade secret or information that would cause competitive harm, FOIA requires that NeighborSpace mark any such documents as "proprietary, privileged or confidential." If NeighborSpace 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.

3) Local Records Act. NeighborSpace 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, NeighborSpace covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

[The remainder of this page is intentionally blank.

Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Ciere Boatright
Commissioner of Planning and
Development

NEIGHBORSPLACE, an Illinois not-for-profit corporation

By: _____
Ben Helphand
Executive Director

(Sub)Exhibit 1 referred to in this Grant Agreement between the City of Chicago and NeighborSpace reads as follows:

(Sub)Exhibit 1.
(To Grant Agreement Between The City Of Chicago And NeighborSpace)

Eligible Costs.

Item	Cost
Landscape Architecture and Community Design	\$ 59,925
Site Preparation	21,200
Hardscape (aggregate path with edging)	61,050
Abutment blocks and salvaged concrete pylon	66,000
Landscaping (plantings, mulch and fertilization)	57,725
Construction contingency	20,098
Project management	22,107
TOTAL:	\$ 303,105*

* Notwithstanding this amount, in no event shall the grant of OSIF funds contemplated in this Agreement exceed \$303,105.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**APPOINTMENT OF NATASHA E. JENKINS AS MEMBER OF REGIONAL
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.**

[A2024-0013535]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred a mayoral appointment (A2024-0013535) of Natasha E. Jenkins as a member of the Regional Transportation Authority Board of Directors for a term effective immediately and expiring July 1, 2027, to succeed Thomas J. Kotel, whose term has expired. This appointment was referred to the committee on October 28, 2024, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in 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 committee's recommendation was *Concurred In* and the said proposed appointment of Natasha E. Jenkins as a member of the Regional Transportation Authority Board of Directors 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

APPOINTMENT OF THOMAS G. KOTARAC AS MEMBER OF REGIONAL
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.

[SA2024-0013536]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred a mayoral substitute appointment (SA2024-0013536) of Thomas G. Kotarac as a member of the Regional Transportation Authority Board of Directors for a term effective immediately and expiring May 14, 2028, to succeed Christopher C. Melvin, Jr., whose term has expired. This substitute appointment was referred to the committee on October 28, 2024, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed substitute appointment transmitted herewith.

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.

At this point in the proceedings, Alderperson Mitchell informed the City Council that the appointment letter approved in committee contained a scrivener's error indicating the term expiration date of July 1, 2028 rather than May 14, 2028 and moved that the date correction be accepted. Hearing no objection, the motion *Prevailed*.

Thereupon, on motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed substitute appointment of Thomas G. Kotarac as a member of the Regional Transportation Authority Board of Directors 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

APPOINTMENT OF DENNIS J. MONDERO AS MEMBER OF REGIONAL
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.

[SA2024-0013539]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred a mayoral substitute appointment (SA2024-0013539) of Dennis J. Mondero as a member of the Regional Transportation Authority Board of Directors for a term effective immediately and expiring July 1, 2028, to succeed Alexandra Holt, whose term has expired. This substitute appointment was referred to the committee on October 28, 2024, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed substitute appointment transmitted herewith.

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 committee's recommendation was *Concurred In* and the said proposed substitute appointment of Dennis J. Mondero as a member of the Regional Transportation Authority Board of Directors 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

APPOINTMENT OF NORA CAY RYAN AS MEMBER OF REGIONAL
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.

[SA2024-0013540]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred a mayoral substitute appointment (SA2024-0013540) of Nora Cay Ryan as a member of the Regional Transportation Authority Board of Directors for a term effective immediately and expiring July 1, 2027, to succeed Philip K. Fuentes, whose term has expired. This substitute appointment was referred to the committee on October 28, 2024, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed substitute appointment transmitted herewith.

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 committee's recommendation was *Concurred In* and the said proposed substitute appointment of Nora Cay Ryan as a member of the Regional Transportation Authority Board of Directors 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

VACATION OF PORTION OF PUBLIC ALLEY OF W. SUPERIOR ST. IN BLOCK BOUNDED BY W. CHICAGO AVE., N. RACINE AVE., W. HURON ST. AND N. WILLARD CT.

[O2024-0011197]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 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 for a vacation to Blenheim Place (O2024-0011197) for a proposed vacation of a remnant of West Superior Street, between North Willard Court and the adjacent 13-foot-wide public alley in the area bounded by North Willard Court, West Huron Street, North Racine Avenue and West Chicago Avenue. This property is located in the 27th Ward. This ordinance was 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 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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, Blenheim Place LLC, an Illinois limited liability company ("Developer"), owns the property at 723 North Willard Court; and

WHEREAS, Developer proposes to use the portion of the street to be vacated herein for the creation of a parking pad with perimeter fencing; and

WHEREAS, The City Council of the City, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of that portion of the public street remnant, described below; now, therefore,

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

SECTION 1. Vacation of that part of property acquired for the northwest expressway by general ordinance passed September 5, 1949, in area known as West Superior Street within Lot 20 in Block 1 in Taylor's Subdivision of Block 1 in the Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: beginning at a point on the north line of said Lot 20, 19.0 feet west of the northeast corner of said Lot 20; thence east along the said north line, 14.09 feet; thence along a straight line southeasterly to a point on the east line of said Lot 20, also being the west line of adjoining north/south 13-foot-wide public alley, 3.19 feet south of the said northeast corner of Lot 20; thence south along the said east line of Lot 20, 17.81 feet to a point 21.0 feet south of said northeast corner of Lot 20; thence on a straight line, 28.32 feet northwesterly to the point of beginning, all in Cook County, Illinois, said described parcel containing 191.67 square feet or 0.004 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City hereby reserves for the benefit of AT&T/SBC and its successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the street herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of AT&T/SBC facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the area herein vacated without an express written release of easement by the utility. Any future Developer-prompted relocation of AT&T/SBC facilities lying within the area being vacated will be accomplished by the involved utility, and be completed at the expense of Developer, and its successors and assigns.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Developer shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum of Twenty-eight Thousand and no/100 Dollars (\$28,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made under the express condition that Developer, and its successors and assigns, shall hold harmless, indemnify and defend the City from all claims related to said vacation.

SECTION 5. 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, 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 of vacation as authorized by the Superintendent of Maps and Plats.

SECTION 6. 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 recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Thomas Carney
Commissioner of Transportation

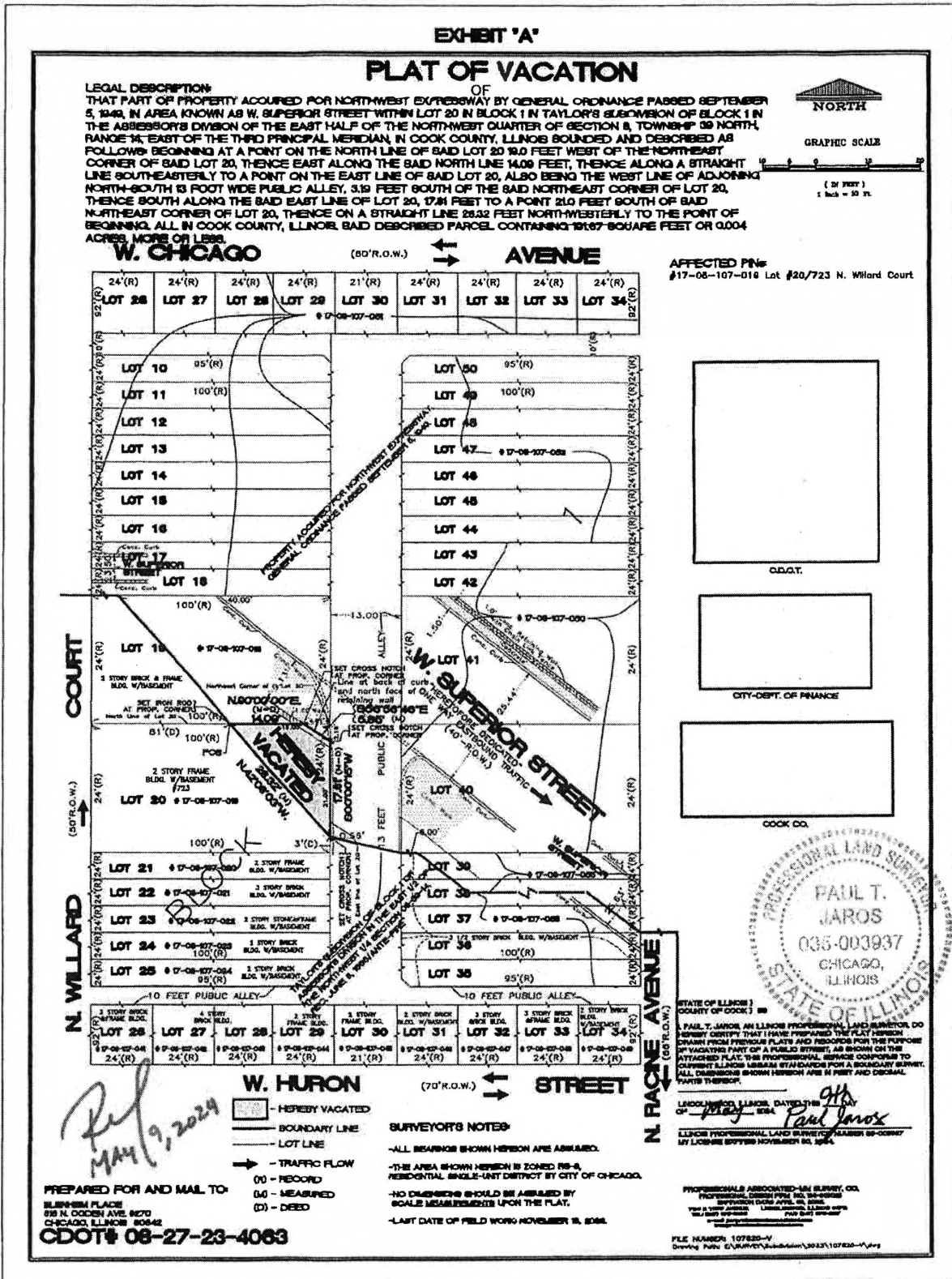
Introduced By:

(Signed) Walter Burnett
Aldersperson, 27th Ward

CDOT File Number:

08-27-23-4063.

[Exhibit "A" referred to in this ordinance
printed on page 19838
of this *Journal*.]



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 30, 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 October 9, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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):

Beats And Bagger.

[O2024-0013078]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Beats and Bagger located at 5144 West Homer Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

Car Guys Chicago.

[O2024-0013076]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Car Guys Chicago located at 939 North California Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

Midway Chamber Of Commerce.

[O2024-0013174]

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 Midway Chamber of Commerce from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 6422 West Archer Avenue, Chicago, Illinois.

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

—

Open Kitchens, Inc.

[O2024-0013347]

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 Open Kitchens, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 1161 West 21st Street, Chicago, Illinois 60608.

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

—

Orlando Tires And Auto Repair, Inc.

[O2024-0013071]

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 Orlando Tires and Auto Repair, Inc. located at 3945 West Grand Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

Que Tan Lejos Iras Daycare Center, Inc.

[O2024-0013278]

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 Que Tan Lejos Iras Daycare Center, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 3846 -- 3848 West 63rd Street, Chicago, Illinois.

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

Roots Early Learning Center.

[O2024-0013188]

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 Roots Early Learning Center located at 1604 North Richmond Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

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

XF Auto Sales Enterprise/Don Hall, Jr.

[O2024-0012973]

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 Don Hall, Jr./XF Auto Sales Enterprise of 525 North 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.

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 30, 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 October 9, 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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):

Chicago Housing Authority.

[O2024-0012779]

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 the Department of Transportation is hereby authorized and directed to exempt the Chicago Housing Authority from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 4008 -- 4018 South Prairie Avenue in order to allow access to said parking facilities which are in excess of six (6) spaces.

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

H.O.M.E. Childcare LLC.

[O2024-0012823]

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 the Department of Transportation is hereby authorized and directed to exempt the H.O.M.E. Childcare LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 126 East 47th Street in order to allow access to said parking facilities which are in excess of six (6) spaces.

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

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute 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 and substitute ordinances were referred to the committee on October 9, 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 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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):

718 -- 753 E. 61st St. To Be Known As "DJ Casper 'Cha Cha Slide' Perry Way".
[O2024-0012938]

WHEREAS, Chicago has a long and rich musical heritage and legacy that has influenced many genres of music and discovered countless artists; and

WHEREAS, Willie Perry, Jr., better known as DJ Casper, was born in Chicago, Illinois, on May 31, 1965 and raised in the Englewood neighborhood, he went on to attend Bogan High School and studied music at Kennedy King Community College; and

WHEREAS, DJ Casper found his love for music and entertainment at an early age mimicking his icon James Brown and learning to sing, dance, step, and skate; and

WHEREAS, In the late 90s, DJ Casper created the now iconic "The Cha-Cha Slide" as a step aerobics routine for his nephew who worked as a personal trainer, the song quickly gained popularity and in 2000, the track was picked up by WGCI and eventually Universal Records; and

WHEREAS, "The Cha-Cha Slide" quickly became an international sensation that has been enjoyed by countless people at celebrations from weddings to birthday parties to bar mitzvahs around the world; and

WHEREAS, The song and dance gained popularity due to its accessibility and the fact that it was a dance that everyone could do and has been played at countless stadiums and events, including the Olympics and been remixed and updated a number of times; and

WHEREAS, Throughout his career, DJ Casper was honored with multiple nominations and a star on the Hollywood Walk of Fame; and

WHEREAS, On August 7, 2023, DJ Casper made his final transition and will always be remembered for his iconic song, love for entertainment, and upbeat and outgoing personality; and

WHEREAS, DJ Casper was a great treasure to Chicago and he created one of the most popular line dances that will be remembered and enjoyed for generations to come; and

WHEREAS, His legacy will also be remembered with a street naming dedication on May 31, 2024. 718 -- 752 East 61st Street will be known as Honorary DJ Casper "Cha Cha Slide" Perry Way; and

WHEREAS, We, the Mayor and members of the City Council of the City of Chicago, assembled this 30th day of October, 2024, do hereby celebrate the life and legacy of DJ Casper and hope that we all continue to enjoy the Casper Slide as DJ Casper intended us to; now, therefore,

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

SECTION 1. According to an ordinance hereto passed by the City Council, which allows the erection of honorary street signs, the Commissioner of Transportation shall take the necessary action of the standardization of 718 -- 753 East 61st Street as "DJ Casper 'Cha Cha Slide' Perry Way".

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

W. Illinois St. (North Side), From N. Franklin St. To N. Orleans St., To Be Known As "Anthony A. Durpetti Way".

[O2024-0013140]

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 United States 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; and

WHEREAS, The City of Chicago wishes to recognize and honor Anthony A. Durpetti; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for the standardization of the north side of West Illinois Street, from North Franklin Street to North Orleans Street, as "Anthony A. Durpetti Way".

SECTION 2. This ordinance is effective upon passage and publication.

N. Clark St. (West Side), From W. Hubbard St. To W. Kinzie St., To Be Known As "Alphonso 'Fonz' Hansbrough Way".

[O2024-0013139]

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 the west side of North Clark Street, from West Hubbard Street to West Kinzie Street, as "Alphonso 'Fonz' Hansbrough Way".

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

S. Giles Ave., From E. Pershing Rd. To E. 38th St., To Be Known As "Harlem Globetrotters Way".

[SO2024-0012914]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Giles Avenue, from East Pershing Road to East 38th Street, to be known as "Harlem Globetrotters Way".

SECTION 2. This substitute ordinance shall take effect and be in full force upon its passage and publication.

W. Wrightwood Ave. At N. Kimball Ave. (Southwest Corner), To Be Known As "James Joseph Mulligan Way".

[SO2024-0013024]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of West Wrightwood Avenue, at North Kimball Avenue on the southwest corner, as "James Joseph Mulligan Way".

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

RECOGNITION OF CHICAGO TRANSIT AUTHORITY AND AMALGAMATED TRANSIT UNION LOCAL 241 AND 308 FOR TRANSPORTATION SERVICES DURING 2024 DEMOCRATIC NATIONAL CONVENTION.

[R2024-0013147]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 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 *Adopt* the proposed resolution transmitted herewith congratulating the CTA on their DNC operations (R2024-0013147), recognition of the Chicago Transit Authority (CTA) and Amalgamated Transit Union Local 241 and 308 on transportation work during the 2024 Democratic National Convention. This resolution was referred to the committee on October 9, 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 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, We, the members of the City Council of the City of Chicago wish to recognize the work of the Chicago Transit Authority (CTA) during the 2024 Democratic National Convention from August 17 -- 22; as the host of 26 national political conventions -- more than double any other city -- Chicago is well acquainted with the demands and attention a convention brings, and the people of our great City met the moment, showcasing the culture, diversity, hospitality, cuisine, and joy of our city to the tens of thousands in attendance; and

WHEREAS, The CTA completed weeks-long preparation in the bus planning department where more than eight regular buses had to be re-routed along with increased rail service on the Blue and Orange lines for the weekend and Green line on the weekday; and

WHEREAS, The CTA also planned and executed DNC-specific shuttle service to 43 individual hotels, McCormick Place, United Center and other event-specific locations. This specific shuttle service, which included 38 unique routes, would not have been possible without the dedication and commitment of hundreds of CTA employees in Bus Operations, Bus Supervision, Rail Operations, Vehicle Maintenance, Rail Management, Control Center, Training and Workforce Development, Infrastructure, Planning, and Security going above and beyond with extra hours of volunteer work; and

WHEREAS, We also recognize that the total number of rides provided by the CTA exceeded 90,000 with 54,000 via CTA Bus Shuttles and 38,000 via CTA Rail Stations. Dedicated CTA employees not only provided these rides, but also provided guidance and volunteer hours when it was most needed; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this 30th day of October, do hereby honor and express our deepest gratitude to all of the government employees, including those within Amalgamated Transit Union Local 241 and 308, whose collaboration and commitment made the transportation to and from the 2024 Democratic National Convention a resounding success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Amalgamated Transit Union Local 241 and 308, Chicago Transit Authority Board, and President Dorval Carter.

Failed To Pass -- APPOINTMENT OF JARIXON MEDINA AS MEMBER OF REGIONAL TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.

[SA2024-0013538]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 30, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred a mayoral substitute appointment (SA2024-0013538) of Jarixon Medina as a member of the Regional Transportation Authority Board of Directors for a term effective immediately and expiring July 1, 2027, to succeed Sara Pang, whose term has expired. This substitute appointment was referred to the committee on October 28, 2024, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the proposed substitute appointment transmitted herewith.

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.

Aldersperson Mitchell moved to approve the proposed substitute appointment.

The Clerk called the roll and the motion to approve the said proposed substitute appointment *Failed To Pass* by yeas and nays as follows:

Yeas -- Alderspersons La Spata, Hall, Ramirez, Gutiérrez, Lopez, Moore, Taylor, Rodríguez, Sigcho-Lopez, Ervin, Cruz, Cardona, Ramirez-Rosa, Sposato, Nugent, Knudsen, Manaa-Hoppenworth, Hadden -- 18.

Nays -- Alderspersons Hopkins, Dowell, Mitchell, Harris, Beale, Chico, Lee, Quinn, Curtis, O'Shea, Tabares, Scott, Taliaferro, Waguespack, Conway, Villegas, Mitts, Vasquez, Napolitano, Reilly, Lawson, Gardiner, Clay, Martin, Silverstein -- 25.

**COMMITTEE ON ZONING, LANDMARKS
AND BUILDING STANDARDS.**

AMENDMENT OF SECTION 17-4-0207 OF MUNICIPAL CODE TO REQUIRE
PERMITS FOR INDOOR URBAN FARM OPERATIONS IN DC AND DX
DOWNTOWN ZONING DISTRICTS.

[SO2024-0012418]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 30, 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 29, 2024, the following items were passed by a majority of the members present:

Page 1 contains Mayoral text amendment ordinance (O2024-0012427) that modifies regulations for signs within the Michigan Avenue and State Street Special Sign District.

Page 1 also contains Mayoral text amendment ordinance (O2024-0012428) that amends the use of funds for administrative reporting and monitoring of the city-wide Adopt-a-Landmark Fund.

Page 1 further contains text amendment ordinance (O2024-0012418) that amends permitting for urban farm operations in DC and DX zoning designations.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 3rd, 8th, 12th, 24th, 25th, 26th, 27th, 29th, 32nd, 33rd, 34th, 36th, 39th, 40th, 42nd, 43rd, 44th, 47th, 48th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 8th, 11th, 12th, 26th, 27th, 28th, 32nd, 33rd, 34th, 42nd, 44th and 45th Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Sincerely,

(Signed) WALTER BURNETT, JR.,
Chair.

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

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

Nays -- 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 17-4-0207 of the Chicago Municipal Code is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

17-4-0207 Use Table And Standards.

USE GROUP		Zoning Districts				Use Standard	Parking Standard
Use Category		DC	DX	DR	DS		
	Specific Use Type						
P = permitted by-right S = special use approval required PD = planned development approval required - = Not allowed							
<i>(Omitted text is unaffected by this ordinance.)</i>							
W. Urban Farm							
1.	Indoor Operation	- <u>P</u>	- <u>P</u>	-	P	§ 17-9-0103.3	§17-10-0208
2.	Outdoor Operation	-	-	-	P	§ 17-9-0103.3	§17-10-0208
3.	Rooftop Operation	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	§ 17-9-0103.3	§17-10-0208
<i>(Omitted text is unaffected by this ordinance.)</i>							

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

AMENDMENT OF SECTION 17-4-1006-C OF MUNICIPAL CODE TO ALLOW USE OF FUNDS FOR ADMINISTRATIVE, REPORTING AND MONITORING COSTS AND EXPENSES OF CITYWIDE ADOPT-A-LANDMARK FUND.

[O2024-0012428]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 30, 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 29, 2024, the following items were passed by a majority of the members present:

Page 1 contains Mayoral text amendment ordinance (O2024-0012427) that modifies regulations for signs within the Michigan Avenue and State Street Special Sign District.

Page 1 also contains Mayoral text amendment ordinance (O2024-0012428) that amends the use of funds for administrative reporting and monitoring of the city-wide Adopt-a-Landmark Fund.

Page 1 further contains text amendment ordinance (O2024-0012418) that amends permitting for urban farm operations in DC and DX zoning designations.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 3rd, 8th, 12th, 24th, 25th, 26th, 27th, 29th, 32nd, 33rd, 34th, 36th, 39th, 40th, 42nd, 43rd, 44th, 47th, 48th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 8th, 11th, 12th, 26th, 27th, 28th, 32nd, 33rd, 34th, 42nd, 44th and 45th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Sincerely,

(Signed) WALTER BURNETT, JR.,
Chair.

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

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

Nays -- 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 17-4-1006-C of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

17-4-1006-C Use of Funds. All funds deposited in the Citywide Adopt-a-Landmark Fund shall be used to support restoration of buildings, structures, works of art, or other objects that have been designated as "Chicago Landmarks" under the Chicago Landmarks Ordinance, or have been identified as contributing to the historic or architectural significance of any district designated as a "Chicago Landmark" under the Chicago Landmarks Ordinance, subject to the following criteria and guidelines:

1. Restoration projects must be consistent with landmark guidelines.
2. Except as provided in paragraph 5 below, the Commission on Chicago Landmarks must approve the scope of work and associated budget for the restoration project pursuant to its standard review and approval procedures.
3. Funds must be used for substantial interior or exterior renovation work that is visible from a public street or within a portion of the interior that is open to the public. Such work must exceed normal maintenance work. Examples of work that exceeds normal maintenance work are the restoration of a missing cornice or the replacement of deteriorated terra cotta.
4. The Department of Planning and Development will give priority to projects that have not been completed and that address exterior envelope issues. The Department may also establish other funding priorities by rule. For projects that have not been

completed, the property owner of the landmark receiving the funds (whether from the City as a distribution from the Citywide Adopt-a-Landmark Fund, or from the applicant directly pursuant to Section 17-4-1003-D-2) must enter into an agreement with the City and the Commission on Chicago Landmarks regarding the manner in which the funds will be used. All agreements must be in a form approved by the Corporation Counsel. Any funds that have not been used upon completion of the restoration project shall be returned to the Citywide Adopt-a-Landmark Fund and applied to other eligible landmark restoration project costs. The Department of Planning and Development shall maintain a list of eligible, pre-approved projects that are seeking funding.

5. Completed projects under \$30,000 are eligible for adoption, provided the Department of Planning and Development has previously approved the scope of work and budget for such projects. The Department shall maintain a list of completed projects that are eligible for reimbursement under this section.
6. Funds may be used for administrative, reporting, and monitoring costs and expenses of the Citywide Adopt-a-Landmark Fund, provided such costs and expenses may not exceed 15 percent of the Citywide Adopt-a-Landmark Fund.

SECTION 2. This ordinance shall be in full force and effect following its passage and approval.

AMENDMENT OF CHAPTER 17-12 OF MUNICIPAL CODE BY MODIFYING REGULATIONS FOR SIGNS WITHIN MICHIGAN AVENUE AND STATE STREET/WABASH AVENUE SPECIAL SIGN DISTRICTS.

[O2024-0012427]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 30, 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 29, 2024, the following items were passed by a majority of the members present:

Page 1 contains Mayoral text amendment ordinance (O2024-0012427) that modifies regulations for signs within the Michigan Avenue and State Street Special Sign District.

Page 1 also contains Mayoral text amendment ordinance (O2024-0012428) that amends the use of funds for administrative reporting and monitoring of the city-wide Adopt-a-Landmark Fund.

Page 1 further contains text amendment ordinance (O2024-0012418) that amends permitting for urban farm operations in DC and DX zoning designations.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 3rd, 8th, 12th, 24th, 25th, 26th, 27th, 29th, 32nd, 33rd, 34th, 36th, 39th, 40th, 42nd, 43rd, 44th, 47th, 48th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 8th, 11th, 12th, 26th, 27th, 28th, 32nd, 33rd, 34th, 42nd, 44th and 45th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Sincerely,

(Signed) WALTER BURNETT, JR.,
Chair.

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

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

Nays -- 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 17-12-1100 of Title 17 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underlined language, as follows:

17-12-1100 Special sign districts.

17-12-1101 Michigan Avenue Corridor Special Sign District.

(Omitted text is unaffected by this ordinance.)

17-12-1101-B Regulations and Standards. The following standards apply to *signs* within the Michigan Avenue Corridor special *sign* district. These *sign* regulations are supplemental standards that apply in addition to existing zoning regulations. All existing zoning regulations apply except those that conflict with regulations imposed for the Michigan Avenue Corridor. In case of conflict between the Michigan Avenue Corridor regulations and existing, underlying zoning district regulations, the Michigan Avenue Corridor regulations will govern.

1. Maximum Area. The gross *sign* face area of all *signs* on a *zoning lot* may not exceed 2 3 square feet times the *lot's street frontage*. For any zoning lot with live theater uses, theater marquee sign area does not count toward the maximum total sign area permitted on a zoning lot.

2. Projections. ~~(a) On Michigan Avenue, all signs must be affixed on building walls parallel to the property line, and no~~ Except for live theater signs, one sign per ground-floor tenant may project no more than 42 inches 4 feet across the property line into the public way, up to 3 feet in height and up to 6 inches in thickness. Hotel signs and live theater signs may project across the property line into the public way up to 6 feet. Live theater marquee signs may project across the property line into the public way up to 12 feet. For those zoning lots that have street frontage on side streets perpendicular to Michigan Avenue or Rush Street and St. Clair, however, signs may project no more than 36 inches across the property line into the public way, provided further that no projecting sign may be located within 50 feet of the Michigan Avenue right of way.

~~(b) When City Council has authorized a portion of a building wall (other than a canopy, awning, or other minor feature) to extend over the public right of way, signs may be affixed to such buildings walls and may project from said wall up to 12 inches on Michigan Avenue and up to 36 inches on Rush Street, St. Clair, or streets perpendicular to Michigan Avenue. On zoning lots with street frontage on side streets perpendicular to Michigan Avenue, any signs projecting from a building wall may not be located within 50 feet of the Michigan Avenue right of way.~~

3. Roof Signs. *Roof signs* are prohibited.

4. Painted Wall and Applied Vinyl Signs. The exterior surface of any building, window, wall, or fence may not be used for a painted wall or applied vinyl signs.

5. Freestanding Signs.

(a) Not more than one *freestanding sign* is permitted per *street frontage*.

(b) Freestanding signs may not exceed 15 feet in height.

6. Show Windows. Show windows may be used for regularly changed display of merchandise sold in the building. *Signs* may not be applied to more than ~~45%~~ 30 percent of any single window. Window lettering that is less than 2 inches in height will not be counted, provided it is limited to information such as a building's address, hours of operation, product information, and logos.

7. Banners. ~~On Michigan Avenue no banner~~ One banner per 30 linear feet of each building ~~façade along the street frontage of a zoning lot~~ may be placed. Banners may ~~so that it projects across the property line up to 4 feet~~ into the public way and shall not exceed 15 feet in height and 60 square feet in area. Banners may only be placed within the first two floors of a building. ~~On these zoning lots that have street frontage on side streets that run perpendicular to Michigan Avenue, banners may be installed provided they do not project more than 36 inches and provided they are not placed within 50 feet of the Michigan Avenue right-of-way. Banners may be placed on Rush Street and St. Clair street frontages but in no circumstance may any individual banner exceed 30 square feet in area.~~

8. Neon Signs. Neon *signs* and other forms of *direct lighting* using tubes similar in appearance to neon are prohibited when visible from Michigan Avenue. Neon lighting may be used as a source of light when completely shielded and not visible from public *streets*, sidewalks, or *alleys*.

9. Flashing, or Dynamic Image Display Signs, ~~Box or Cabinet Sign.~~ No flashing or dynamic image display signs shall be illuminated between the hours of 11:00 p.m. and 5:00 a.m. Except for live theater signs and marquees, No flashing or, dynamic image display signs are, box or cabinet sign is permitted on the exterior of any building or structure on the Michigan Avenue frontage. For all uses, interior dynamic image display signs are permitted only as on-premise signs, set back behind the show window glass by a minimum of 12 inches, and the text, image, or display on the face of the sign shall not change more than once every 15 minutes. The sign face area devoted to dynamic image display signs may not exceed 30 percent of the show window area, and the total sign face area devoted to dynamic image display signs shall not exceed the size allowed pursuant to Section 17-12-1005-B, whichever is less. For live theater marquees, additional dynamic image display signs are permitted to exceed the area allowed pursuant to Section 17-12-1005-B to allow dynamic image display signs to fit within the end caps or up to 100 square feet each, whichever is less, of the live theater marquees for each live theater tenant. For live theater marquees, the text, image or, display on the face of the sign shall not change more than once every hour.

10. Off-premise Signs. Off-premise signs are prohibited in the Michigan Avenue special sign district.

~~11.~~ 11. Awning Signs. Signs on awnings counts toward the maximum allowable *sign* area and must be affixed flat to the surface thereof, must be non- illuminated, and may indicate only the name and or address of the establishment. Further, and no such *sign* may extend vertically or horizontally beyond the limits of said *awning*. The maximum letter size (height and width) placed on any *awning* may not exceed ~~9~~ 12 inches. All awnings must be retractable (fabric or canvas) and may project no more than 6 feet over the sidewalk. Retractable awnings are encouraged.

12. Box and Cabinet Signs. Any box or cabinet sign must have an opaque and non-illuminated face with illuminated lettering or logos only and shall not exceed 3 feet in height, 10 feet in length and 8 inches in thickness. Individual letter signs are encouraged.

13. Temporary Signs. Temporary signs, such as grand opening signs, but specifically excluding signs advertising merchandise or special sales, may be permitted for a period not to exceed 12 weeks. In addition, temporary signs may be installed on construction barricades

during a building's construction, for a period not to exceed 24 months. *Signs* placed on construction barricades may not be placed more than 20 feet above *grade* and may not exceed 8 feet in vertical dimension. Time extensions for *temporary signs* may be granted by the Zoning Administrator upon written request. *Temporary signs* do not count toward the maximum allowable *sign area*.

(Omitted text is unaffected by this ordinance.)

17-12-1103 State Street/Wabash Avenue Corridor Special Sign District.

(Omitted text is unaffected by this ordinance.)

17-12-1103-B Regulations and Standards. The following standards apply to *signs* within the State Street/Wabash Avenue Corridor special *sign* district. These *sign* regulations are supplemental standards that apply in addition to existing zoning regulations. All existing zoning regulations apply except those that conflict with regulations imposed for the State Street/Wabash Avenue Corridor special *sign* district. In case of conflict between the State Street/Wabash Avenue Corridor regulations and existing, underlying zoning district regulations, the State Street/Wabash Avenue Corridor regulations will govern.

1. Area.

(a) On State Street the gross *sign* face area of all *signs* on a *zoning lot* may not exceed 4 square feet times the *lot's street frontage*. The gross *sign* face area of any single *sign* may not exceed 2 square feet times the *lot's street frontage*.

(b) On Wabash Avenue the gross *sign* face area of all *signs* on a *zoning lot* may not exceed 6 square feet times the *lot's street frontage*.

(c) On all other *streets* in the State Street/Wabash Avenue Corridor, the gross *sign* face area of all *signs* on a *zoning lot* may not exceed 4 square feet times the *lot's street frontage*.

(d) For any *zoning lots* with live theater uses, *theater marquee sign* area does not count toward the maximum total *sign* area permitted on a *zoning lot*.

2. Projections. ~~(a) On State Street, all *signs* must be affixed on building walls parallel to the *property line*, and no Except for live theater *signs*, one *sign* per ground-floor tenant may project no more than 42 inches 4 feet across the *property line* into the *public way*, up to 3 feet in height and up to 6 inches in thickness, except for live theaters and hotels. Hotel *signs* and live theater *signs* may project across the *property line* into the *public way* up to 6 feet. Live theater *marquee signs* may project across the *property line* into the *public way* up to 12 feet.~~

~~(b) On Wabash Avenue, *signs* may project up to 4 feet across the *property line* into the *public way*, so as to increase the visibility of businesses located under the GTA elevated tracks. Hotel *signs* and theater *signs* may project across the *property line* into the *public way* up to 6 feet.~~

~~(c) On all other *streets* in the State Street/Wabash Avenue Corridor, *signs* may project up to 4 feet across the *property line* into the *public way*, except for hotel *signs* and theater *signs*, which may project up to 6 feet into the *public way*.~~

3. Roof Signs. *Roof signs* are prohibited.

4. Show Windows. Show windows may be used for regularly changed displays. No paper or vinyl signs may be attached to show windows, ~~and signs placed in windows must be set back at least 3 feet from the glass.~~ Signs may not be applied to more than 30 percent of any single window. Window lettering that is less than 2 inches in height will not be counted, provided it is limited to information such as a building's address, hours of operation, product information, and logos.

5. Banners. *Banners* are permitted in the State Street/Wabash Avenue Corridor. No banner may project more than 4 feet from the *building line*.

6. Flashing and Dynamic Image Display Signs. No flashing or dynamic image display signs shall be illuminated between the hours of 11:00 p.m. and 5:00 a.m. Except for live theater signs and marquees, no flashing or dynamic image display signs are permitted on the exterior of any building or structure in the State Street/Wabash Avenue Corridor. For all uses, interior dynamic image display signs are permitted only as on-premise signs, set back behind the show window glass by a minimum of 12 inches, and the text, image, or display on the face of the sign shall not change more than once every 15 minutes. The sign face area devoted to dynamic image display signs may not exceed 30 percent of the show window area, and the total sign face area devoted to dynamic image display signs shall not exceed the size allowed pursuant to Section 17-12-1005-B, whichever is less. For live theater marquees, additional dynamic image display signs are permitted to exceed the area allowed pursuant to Section 17-12-1005-B to allow dynamic image display signs to fit within the end caps or up to 100 square feet each, whichever is less, of the live theater marquees for each live theater tenant. For live theater marquees, the text, image, or display on the face of the sign shall not change more than once every hour.

7. Box and Cabinet Signs. Any box or cabinet sign must have an opaque and non-illuminated face with illuminated lettering or logos only. *Individual letter signs* are encouraged.

8. Off-premise Signs. *Off-premise signs* are prohibited in the State Street/Wabash Corridor special sign district.

9. Awning Signs. Signs on awnings are permitted on the valance only, and must be affixed flat to the surface thereof, ~~and must be non-illuminated, and indicate only the name and/or address of the establishment.~~ No sign may extend either vertically or horizontally beyond the limits of any awning. Awning lettering placed on the valance may not exceed 12 inches in height. All awnings must be metal, fabric or canvas. Retractable awnings are encouraged.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 30, 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 29, 2024, the following items were passed by a majority of the members present:

Page 1 contains Mayoral text amendment ordinance (O2024-0012427) that modifies regulations for signs within the Michigan Avenue and State Street Special Sign District.

Page 1 also contains Mayoral text amendment ordinance (O2024-0012428) that amends the use of funds for administrative reporting and monitoring of the city-wide Adopt-a-Landmark Fund.

Page 1 further contains text amendment ordinance (O2024-0012418) that amends permitting for urban farm operations in DC and DX zoning designations.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 3rd, 8th, 12th, 24th, 25th, 26th, 27th, 29th, 32nd, 33rd, 34th, 36th, 39th, 40th, 42nd, 43rd, 44th, 47th, 48th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 8th, 11th, 12th, 26th, 27th, 28th, 32nd, 33rd, 34th, 42nd, 44th and 45th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Sincerely,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Lawson , the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-E.
(As Amended)
(Application No. 22532)
(Common Address: 500 N. Michigan Ave.)

[SO2024-0012174]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Planned Development Number 487 District symbols and indications as shown on Map Number 1-E in the area bounded by:

the public alley north of and parallel to East Illinois Street; North Michigan Avenue (lower); East Illinois Street; and a line 165.35 feet west of and parallel to East Illinois Street,

to those of Planned Development Number 487, as amended, which is hereby established in the area above described subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. 487, As Amended.

Planned Development Statements.

1. The area delineated herein as Business Planned Development Number 487, as amended ("Planned Development"), consists of approximately 16,528 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, Commonwealth Development Partners LLC.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the plans.

Ingress or egress shall be pursuant to the plans and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

Immediately adjacent to the south property line of the 500 North Michigan Avenue Building is a publicly owned, elevated walkway which is currently used by the property owner, its tenants and the public. The Applicant agrees to pursue the approval of a public way use permit for the continued use and maintenance of such walkway by the

Applicant and its tenants, and for continued access and use of the area by the public. The Applicant will also: (1) add planters to the building's frontage on North Michigan Avenue; (2) add new linear planters to the existing railing on East Illinois Street in accordance with the Landscape Plan approved as part of this Planned Development; (3) improve the condition of the stairs east of the building leading to Lower Michigan Avenue; (4) add lighting and a mural for the enhancement of the pedestrian experience on lower Illinois Street along the south wall of the building as shown on the Building Elevation -- South, approved as part of this Planned Development; and (5) designate a lower level drop-off area for mail, UPS, FedEx and other deliveries and rideshare vehicles.

4. This plan of development consists of 17 Statements; a Bulk Regulations Table; an Existing Land-Use Map; an existing Zoning Map; a Planned Development Boundary and Property Line Map; a Site Plan for North Michigan Avenue, a Site Plan for Lower North Michigan Avenue/Lower East Illinois Street; a Landscape Plan for North Michigan Avenue; a Landscape Plan for Lower North Michigan Avenue/Lower East Illinois Street; and Building Elevations prepared by GREC Architects and dated July 17, 2024, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.
5. The following uses are permitted in the area delineated herein as a Business Planned Development: multi-unit residential dwelling units, office, eating and drinking establishments (excluding drive-through facilities), financial services, liquor store (packaged goods), liquor sales (as accessory use), artist work or sales space, dry cleaning drop-off or pickup (no on-premises plant), medical service, children's play center, financial services (excluding pawn shops, pay day loan stores, and drive-through facilities), medical services, vacation rental, hotel, food and beverage retail sales, personal service, general retail sales, accessory uses, and accessory and non-accessory parking. A day care use may be permitted subject to site plan approval by the Department of Planning and Development and the Department of Transportation.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a net site area of 16,528 square feet and a base FAR of 21.5. The Applicant acknowledges that the project has received a bonus FAR of 0.5, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 22.0. In exchange for the bonus FAR, the Applicant has made a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

Any modification of the allocation of the Local Impact Fund shall be subject to Section 17-4-1005-G but in no event shall such modification cause a delay in the issuance of Part II approval, building permit or certificate of occupancy for the Planned Development.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that code.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges and agrees that the rezoning of the Property from Business Planned Development Number 487, and then to this Residential-Business Planned Development ("P.D.") Number 487, as amended is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a downtown district within the meaning of the ARO and permits the construction of 320 dwelling units. The Applicant intends to convert the existing building on the Property to a 320-unit mixed-use rental building.

Developers of rental projects in downtown districts must provide 20 percent of the units in the project as affordable housing at a weighted average of 60 percent of the AMI. Rental projects with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing

area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 64 affordable units (20 percent of 320) and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 64 affordable units in the rental building in the P.D., as set forth in the Affordable Housing Profile ("AHP") attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income ("AMI"), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 21 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 10 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 15, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval

shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof); and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the 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.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to Business Planned Development Number 487 dated July 19, 1989.

[Accessibility Matrix and Diagrams; Existing Zoning Map; Existing Land-Use Map; Boundary and Property Line Map; Site Plan -- North Michigan Avenue; Site Plan -- Lower North Michigan Avenue/Lower East Illinois Street; Landscape Plan -- North Michigan Avenue; Landscape Plan -- Lower North Michigan Avenue/Lower East Illinois Street; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 19876 through 19887 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Business Planned Development No. 487, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	31,150 square feet
Area of Public Right-of-Way:	14,622.61 square feet
Net Site Area:	16,528 square feet
Maximum FAR:	22.00
Maximum Dwelling Units:	320
Setbacks:	
North:	0 feet
East (Michigan):	0 feet
South (Illinois):	0 feet
West:	0 feet
Total Minimum Accessory Park Spaces:	0 (parking garage will allow approximately 68 valet spaces and will be operated as a valet parked garage)
Minimum Bicycle Parking:	320 bike spaces
Off-Street Loading Berths:	1
Maximum Building Height:	303 feet and 11.25 inches 321 feet and 11.25 inches (to top of mechanical equipment)

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An official website of the City of Chicago Here's how you know



MENU

ARO Intake Application



Submission ID: 892767

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirety online at: https://code.library.amelegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.

The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in [Section 2-44-105 of the City's Municipal Code](#).

PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function.

Before starting the submission process, please gather and complete all the necessary documentation outlined in [Article 5.12 of the ARO Rules](#), and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for [download here](#). The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.

If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.

The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.org.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name * <input type="text" value="COMMONWEALTH DEVELOPMENT"/>	Applicant Contact Person * <input type="text" value="Matthew J. Faris"/>
Applicant Email * <input type="text" value="mattf@commonwealthdp.com"/>	Applicant Phone * <input type="text" value="(312) 580-5042"/>
Applicant Address * <input type="text" value="55 East Monroe, 37th Floor, Chicago Illinois"/>	
Attorney Name * <input type="text" value="Talar Berberian"/>	Attorney Email * <input type="text" value="tberberian@thompsoncoburn.com"/>

Development Information

Development Address:

From * <input type="text" value="500"/>	To <input type="text"/>	Direction * <input type="text" value="N"/>	Street Name * <input type="text" value="MICHIGAN AVENUE"/>
Zip Code * <input type="text" value="606113777"/>	Ward * <input type="text" value="42"/>	ARO Zone * <input type="text" value="Downtown"/>	
Development Name * <input type="text" value="500 North Michigan Avenue"/>		If you are working with a Planner at the City, what is his/her/their name? <input type="text" value="Omar Smailbegovic"/>	
Zoning Application Number (if applicable) <input type="text"/>		Council Introduction Date * <input type="text" value="7/17/2024"/>	
Is your project currently in, or do you plan to rezone to, a downtown zoning district? * <input type="radio"/> Yes <input type="radio"/> No			
ARO Trigger * <input type="text" value="Zoning Entitlement"/>	Development Type * <input type="text" value="Rental"/>		

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Total Units *

320

Is your Project in a Transit Served Location? *

Not TSL - or FAR doesn't exceed 3.5

Estimated date marketing will begin *

12/1/2025

Estimated date of building permit (in-lieu fee, \$5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

2/1/2025

ARO Requirements

ARO Option

- 20% at 60% average AMI
- 16% at 50% average AMI
- 13% at 40% AMI
- 10% at 30% AMI

ARO Option

- 20% at 100% AMI
- 16% at 80% AMI

ARO Option *

- 10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

- 10% AT A WEIGHTED AVERAGE OF 100% AMI
- 8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *

64.0

Minimum On-Site Units *

16

Maximum Units Paid For In-Lieu *

32

Proposed On-Site Units *

64

Proposed Off-Site Units *

0

Proposed In-Lieu Units *

0.0

In-Lieu Amount Owed *

\$0.00

On-Site Units To CLHIF or CHA *

0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From	To	Direction	Street Name
<input type="text"/>	<input type="text"/>	Select One	Select One

Zip Code	Ward	ARO Zone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Off-Site Type

Select One

Off-Site Admin Fee

\$ 0.00

Forms

Unit Mix and Square Footage Spreadsheet *

[24.06.05 - 500 N Michigan - ARO Affordable Unit Details and Square Footage.xlsx](#)

Dimensioned Floor Plans with affordable units highlighted

[2024.06.05 - 500 N Michigan Ave - DOH Exhibits - Accessibility Matrix.pdf](#)

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If ARO units are CLHIF or CHA, attach signed acceptance letter
If off-site units are new construction, attach:

- A. Schematic and design development drawings for on-site units
- B. Schematic and design development drawings for off-site units
If off-site units are rehab, please attach the following documents:
 - A. Schematic and design development drawings for on-site units
 - B. Schematic and design development drawings for off-site units
 - C. A Physical Needs Assessment (PNA)
 - D. Surveys
 - E. Outstanding code violations
 - F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

- A. Owner Sworn Statement
- B. GC Sworn Statement
- C. Bounday Survey
- D. Draft permit application prior to submission to the Department of Buildings (DOB)
- E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

- A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH
- B. A copy of the front and back of each building permit for each property with all DOB signoffs
- C. A copy of the Certificate of Occupancy for each property (if applicable)
- D. Final GC and Owner Sworn Statements
- E. All final waivers of lien or a title report showing no liens for each property
- F. As built Survey (new construction)
- G. Final Issued for Construction Permitted Construction Drawings
- H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Talar A. Berberian

Managing Deputy Commissioner



Summary Work Log

Submission Date: 07/09/2024 10:01:51 PM
 Amended Date:
 Admin Amended Date:
 Admin Amended By:
 Admin Amended Justification:

- | | |
|----------------------------|---------------------------|
| Options | Action |
| Show Notes | Accept |
| Email User | Deny |
| | Follow Up |

Close

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Summary						
Unit Type	Market Rate			ARO		
	how many?	% of total sqare footage	avg. sqare footage	how many?	% of total sqare footage	avg. sqare footage
studio	128	50%	617	32	50%	570
one-bed	75	29%	665	18	28%	764
two-bed	53	21%	1,256	14	22%	1,168
three-bed	0	0%	0	0	0%	0

* ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
 ** the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines.

AMI Mix for ARO Units													
Unit Type	30% AMI		40% AMI		50% AMI		60% AMI		70% AMI		80% AMI		Total Units
	AMI	AMI	AMI	AMI	AMI	AMI	AMI	AMI	AMI	AMI	AMI		
Studio	-	-	5	6	10	6	5	32	60.00%	-	-	-	32
1 bed	-	-	3	4	6	3	2	18	55.33%	-	-	-	18
2 bed	-	-	2	2	5	2	3	14	61.43%	-	-	-	14
3 bed	-	-	-	-	-	-	-	-	-	-	-	-	-
4 bed	-	-	-	-	-	-	-	-	-	-	-	-	-
Average	-	-	10	12	21	11	10	64	59.84%	-	-	-	64

Project Name	500 N Michigan
Zoning/ Application number, if applicable	
Address	500 N Michigan
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price*	\$4.00
Total Units in Project	320
Total Affordable units	64

Features and Amenities		Market Rate Units	Affordable Units
Parking			
Laundry			
Appliances			
Refrigerator	Age/Energy/Star/make/model/color		
Dishwasher	Age/Energy/Star/make/model/color		
Stove/Oven	Age/Energy/Star/make/model/color		
Microwave	Age/Energy/Star/make/model/color		
Bathroom(s)	how many?		
Hall bath? Full bath?	how many?		
Kitchen countertops	material		
Flooring	material		
HVAC			
Other			

NOTE: DOH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the ARO Rules.

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GENEC Architects
 1000 N. Dearborn Street
 Suite 1000
 Chicago, IL 60610
 Tel: 312.467.1000
 Fax: 312.467.1001
 www.genec.com

500 N MICHIGAN

ACCESSIBILITY MATRIX & DIAGRAMS

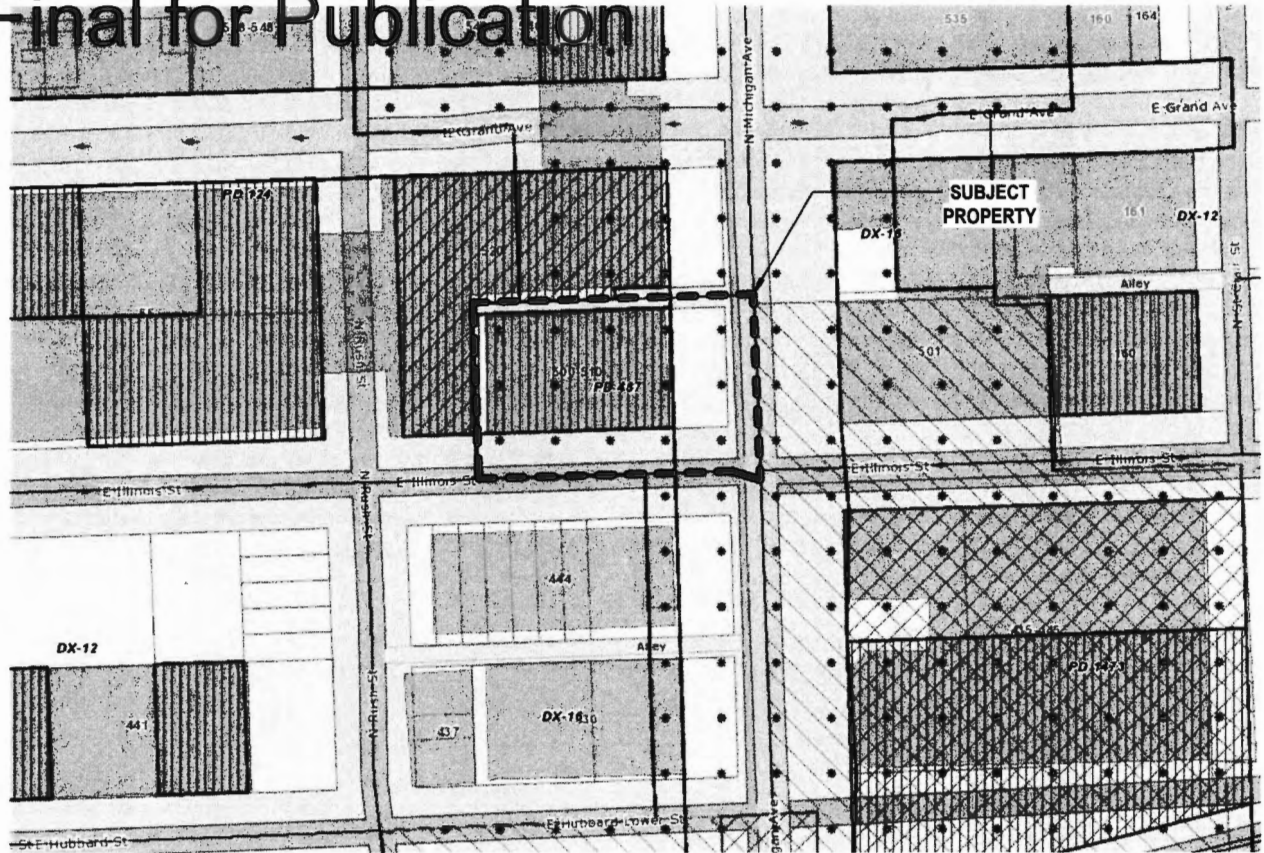
DATE: 10/30/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]

GENERAL NOTES:

1. ALL ACCESSIBLE ROUTES SHALL BE MAINTAINED AT ALL TIMES.
2. ALL ACCESSIBLE ROUTES SHALL BE MAINTAINED AT ALL TIMES.
3. ALL ACCESSIBLE ROUTES SHALL BE MAINTAINED AT ALL TIMES.
4. ALL ACCESSIBLE ROUTES SHALL BE MAINTAINED AT ALL TIMES.
5. ALL ACCESSIBLE ROUTES SHALL BE MAINTAINED AT ALL TIMES.

LEVEL 01 - LIFT MATRIEX PLAN	LEVEL 02 - LIFT MATRIEX PLAN	LEVEL 03 - LIFT MATRIEX PLAN	LEVEL 04 - LIFT MATRIEX PLAN	LEVEL 05 - LIFT MATRIEX PLAN	LEVEL 06 - LIFT MATRIEX PLAN
LEVEL 07 - LIFT MATRIEX PLAN	LEVEL 08 - LIFT MATRIEX PLAN	LEVEL 09 - LIFT MATRIEX PLAN	LEVEL 10 - LIFT MATRIEX PLAN	LEVEL 11 - LIFT MATRIEX PLAN	LEVEL 12 - LIFT MATRIEX PLAN
LEVEL 13 - LIFT MATRIEX PLAN	LEVEL 14 - LIFT MATRIEX PLAN	LEVEL 15 - LIFT MATRIEX PLAN	LEVEL 16 - LIFT MATRIEX PLAN	LEVEL 17 - LIFT MATRIEX PLAN	LEVEL 18 - LIFT MATRIEX PLAN
LEVEL 19 - LIFT MATRIEX PLAN	LEVEL 20 - LIFT MATRIEX PLAN	LEVEL 21 - LIFT MATRIEX PLAN	LEVEL 22 - LIFT MATRIEX PLAN	LEVEL 23 - LIFT MATRIEX PLAN	LEVEL 24 - LIFT MATRIEX PLAN

Final for Publication



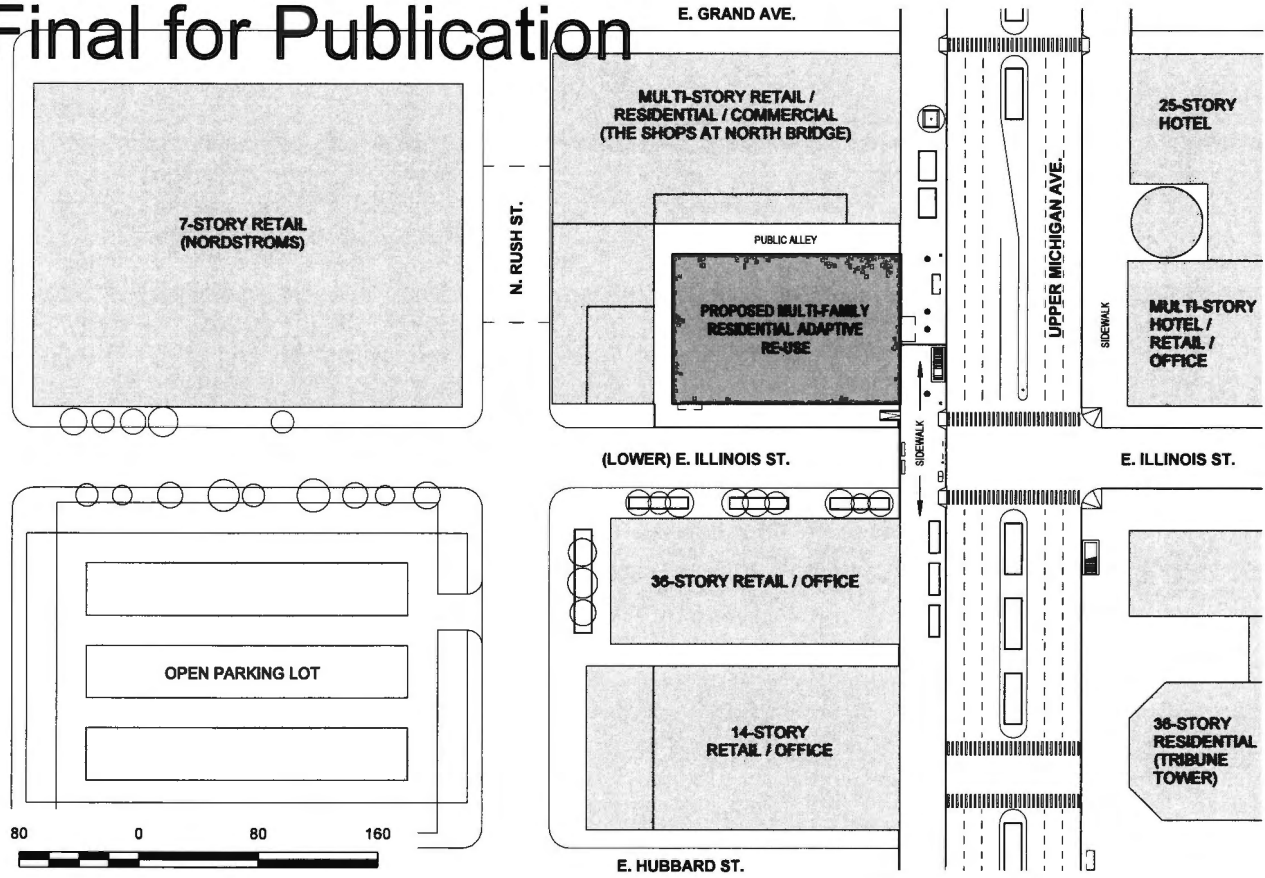
APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 200'-0"

EXISTING ZONING MAP

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

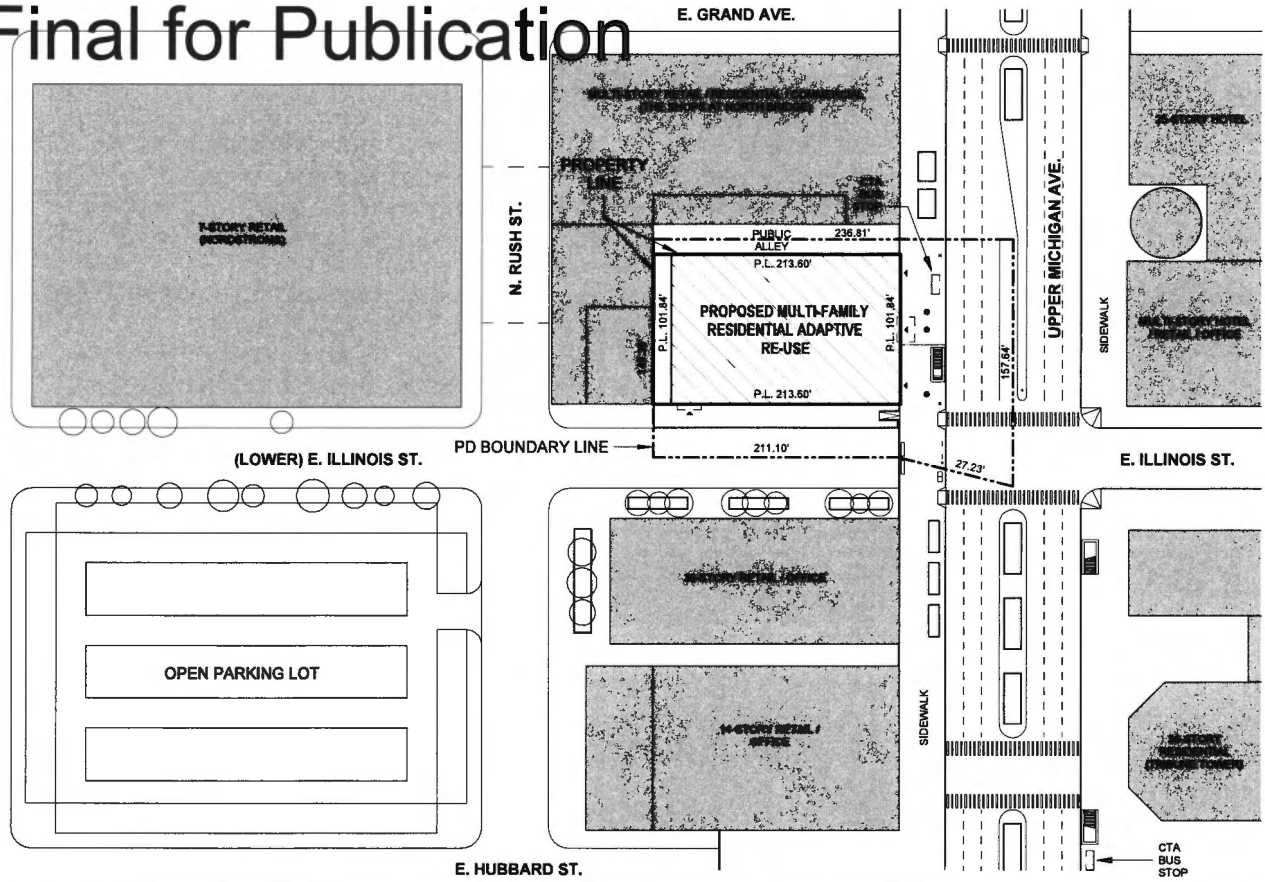


Final for Publication



<p>APPLICANT: ADDRESS: SCALE :</p>	<p>Commonwealth Development Partners 500 N Michigan Avenue, Chicago, IL 60611 1" = 80'-0"</p>	<p>EXISTING LAND-USE MAP</p>	<p>PLAN COMMISSION: 10/17/2024 INTRODUCTION: 9/18/2024 REVISED: TBD</p>	<p>N ↑</p> 
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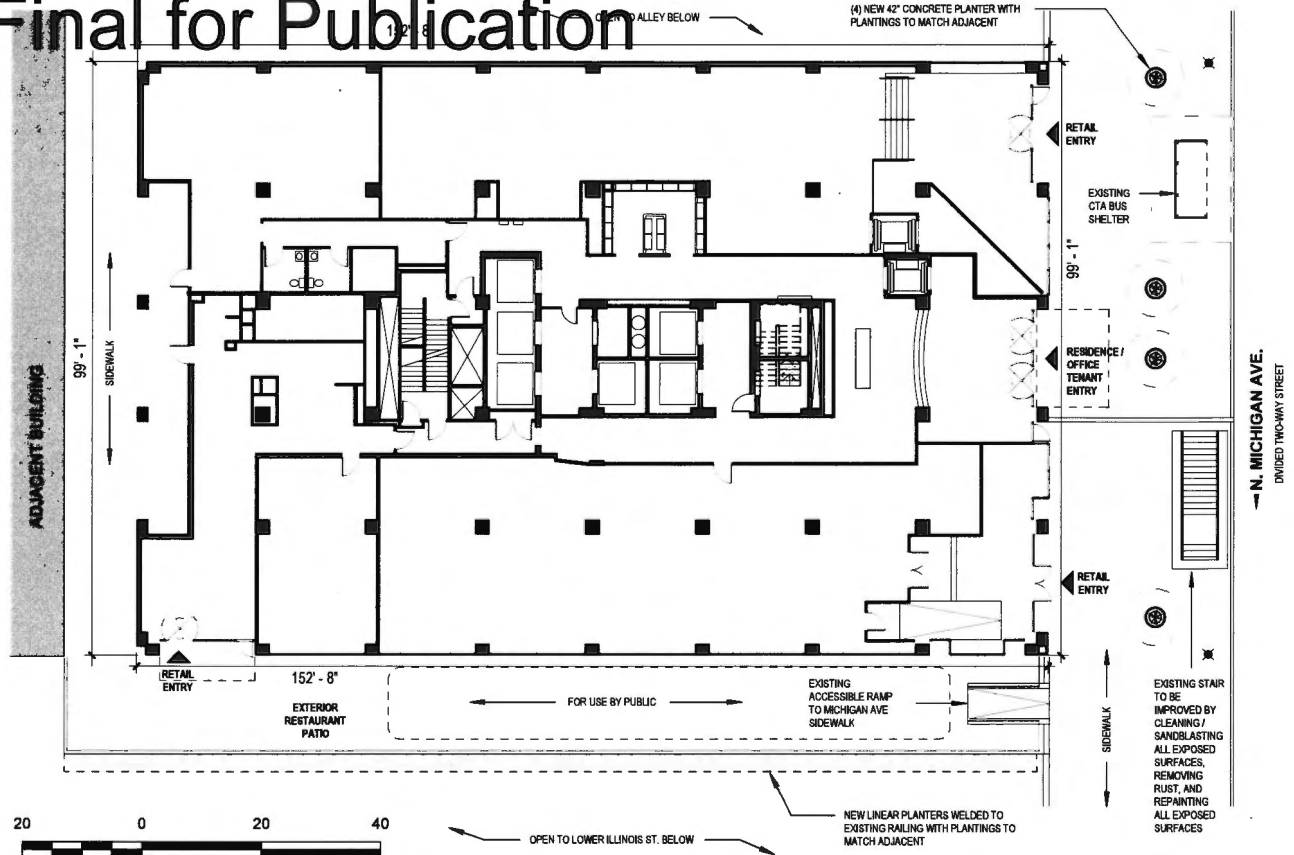
APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 80'-0"

PD BOUNDARY & PROPERTY LINE MAP

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD



Final for Publication



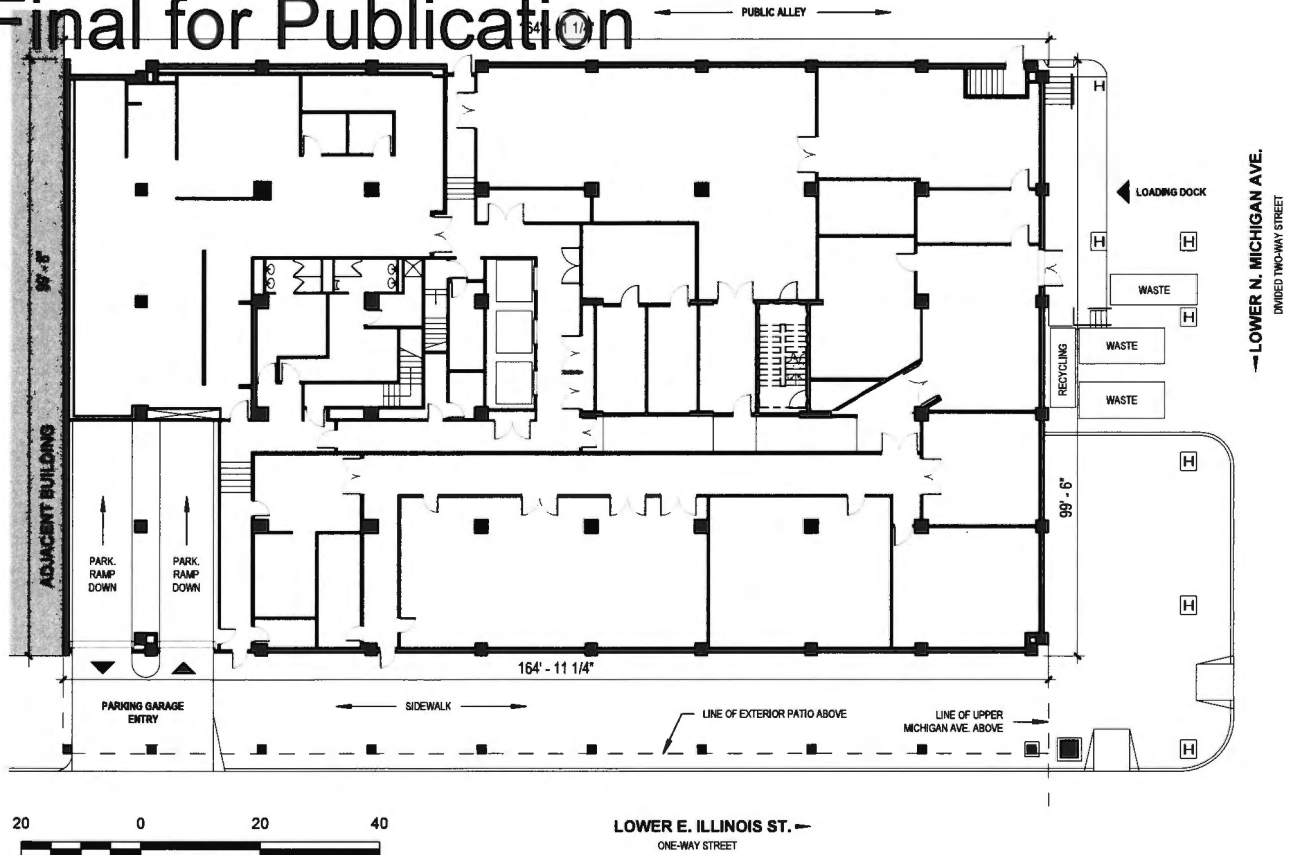
APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 20'-0"

SITE PLAN - N. MICHIGAN AVENUE

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD



Final for Publication



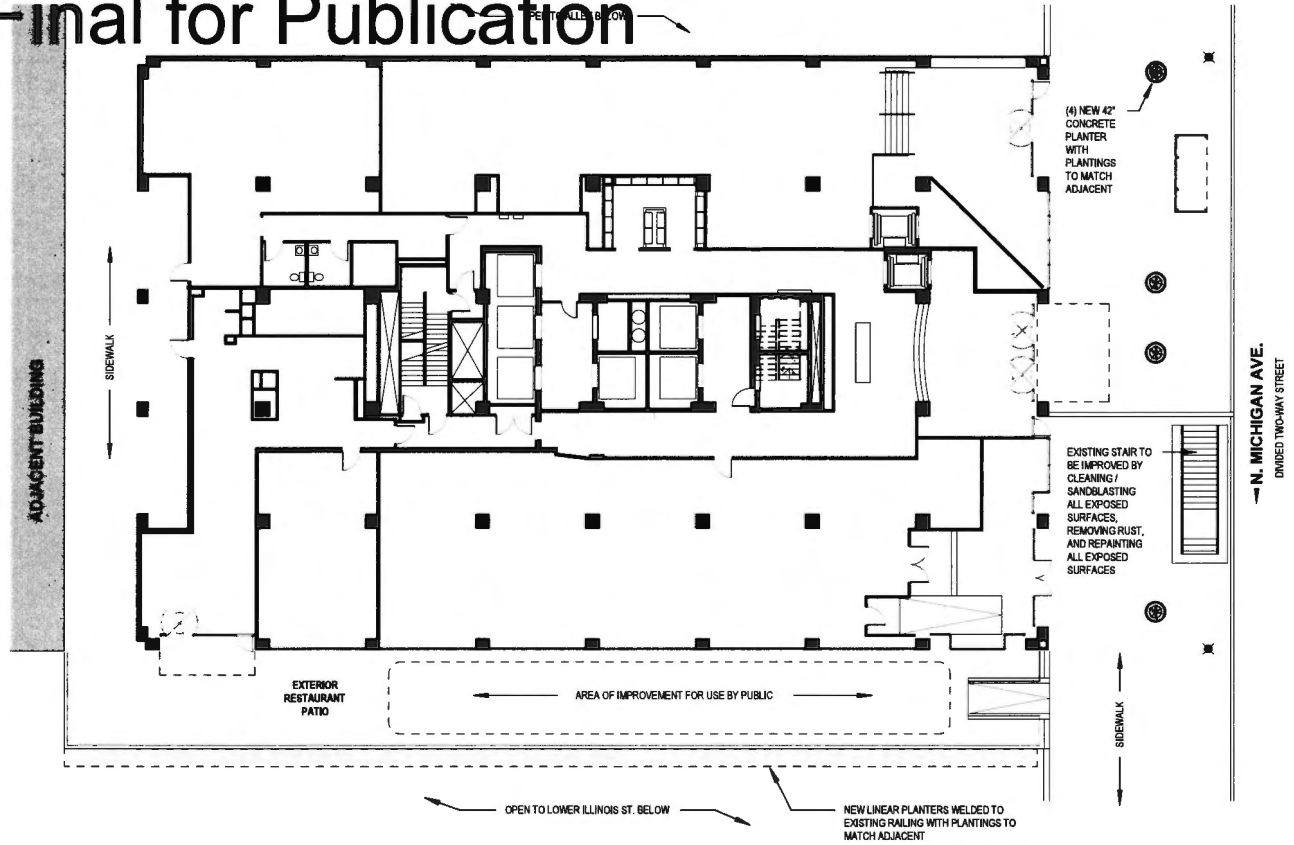
APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 20'-0"

**SITE PLAN - LOWER N. MICHIGAN AVE /
 LOWER E. ILLINOIS ST**

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD



Final for Publication



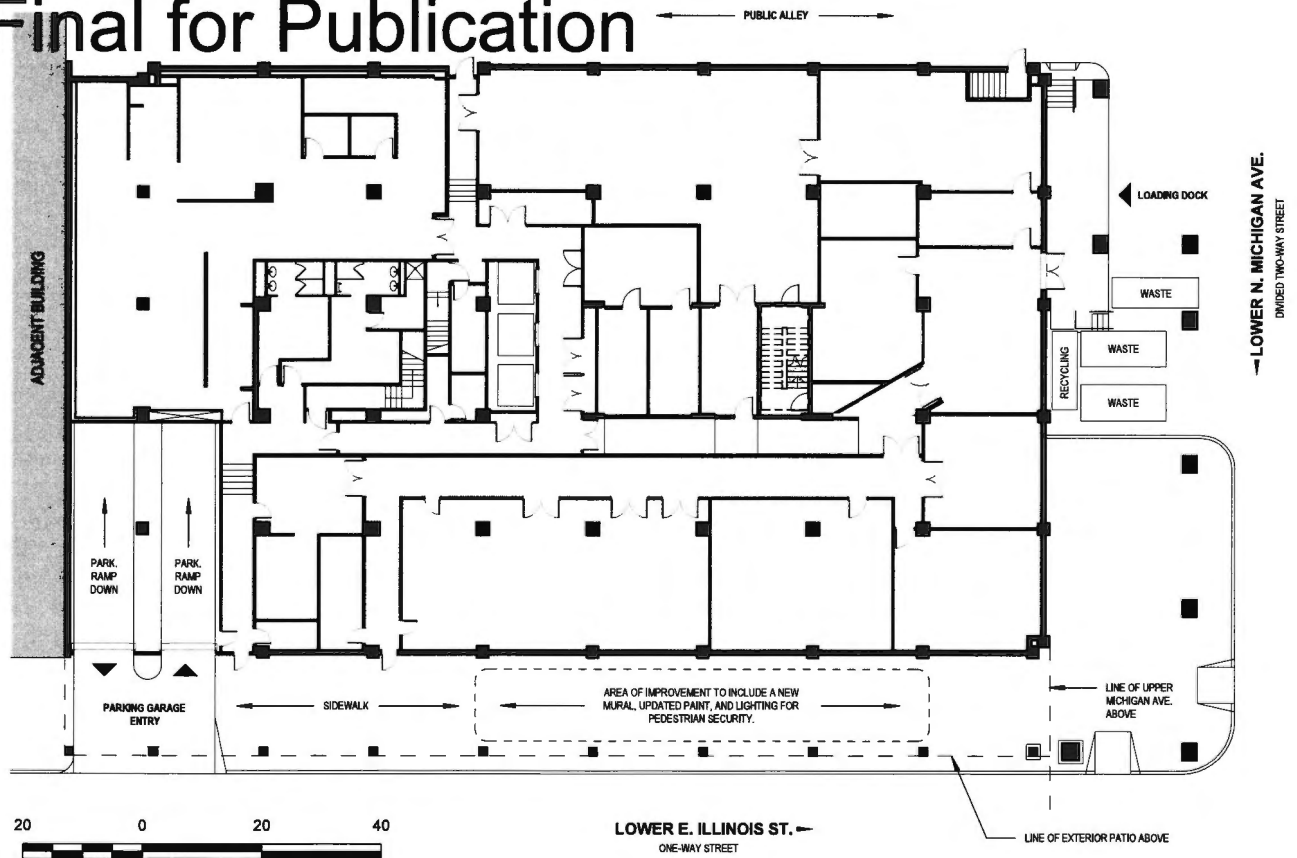
APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 20'-0"

LANDSCAPE PLAN - N. MICHIGAN AVE

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

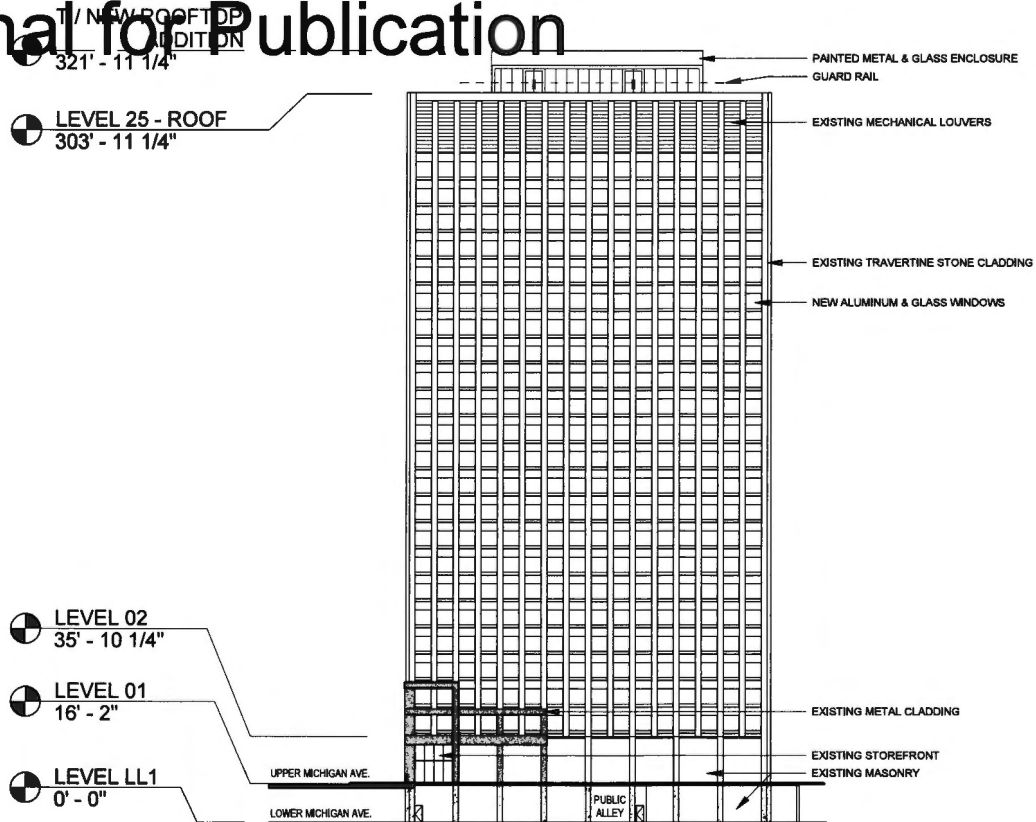


Final for Publication



<p>APPLICANT: Commonwealth Development Partners ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611 SCALE: 1" = 20'-0"</p>	<p>LANDSCAPE PLAN - LOWER N. MICHIGAN AVE / LOWER E. ILLINOIS ST</p>	<p>PLAN COMMISSION: 10/17/2024 INTRODUCTION: 9/18/2024 REVISED: TBD</p>	
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Final for Publication

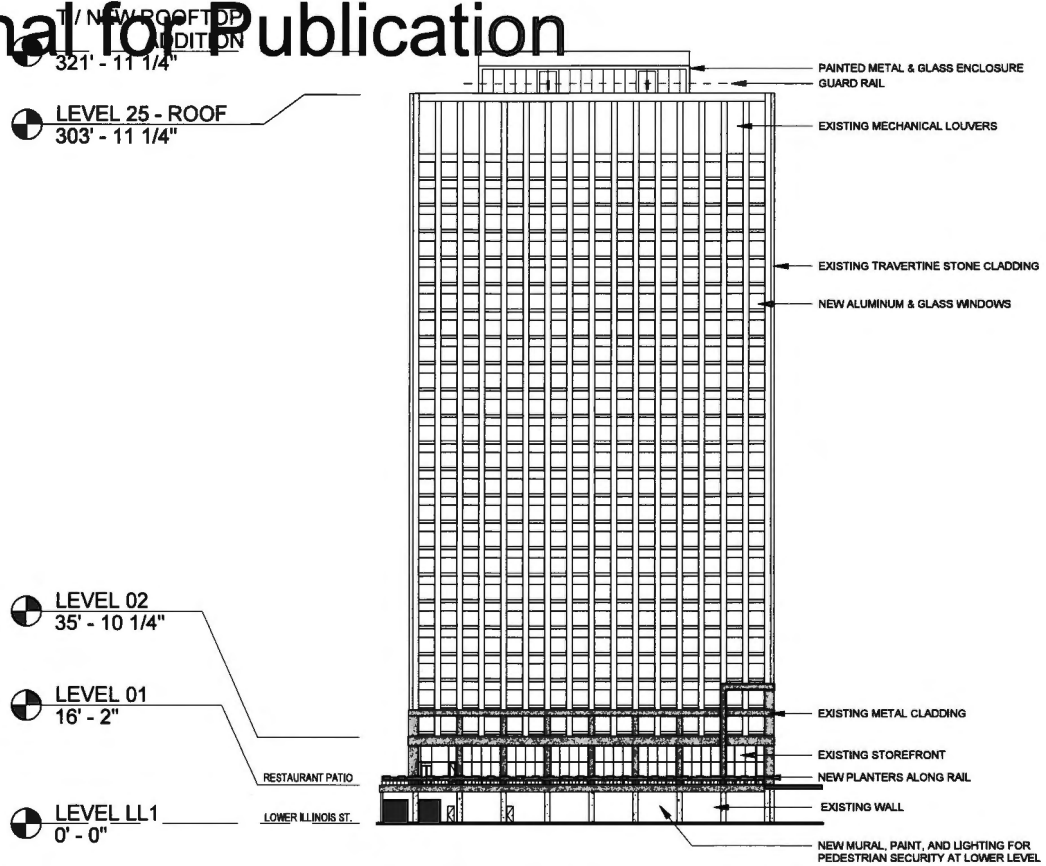


APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 50'-0"

BUILDING ELEVATION - NORTH

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

Final for Publication

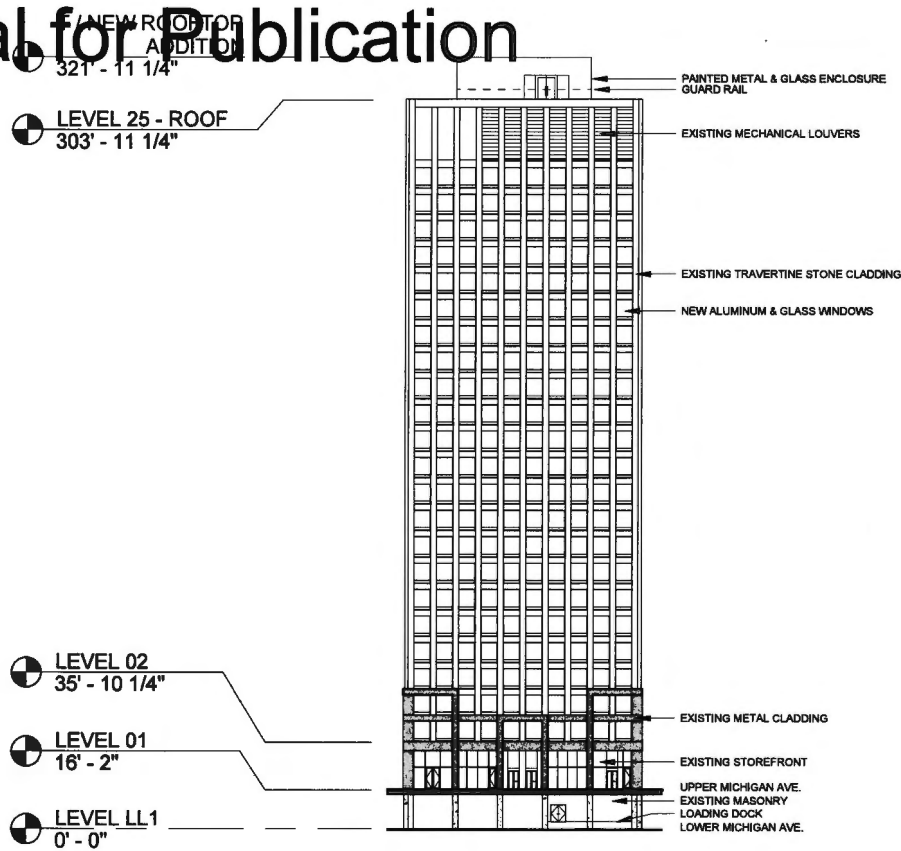


APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 50'-0"

BUILDING ELEVATION - SOUTH

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

Final for Publication

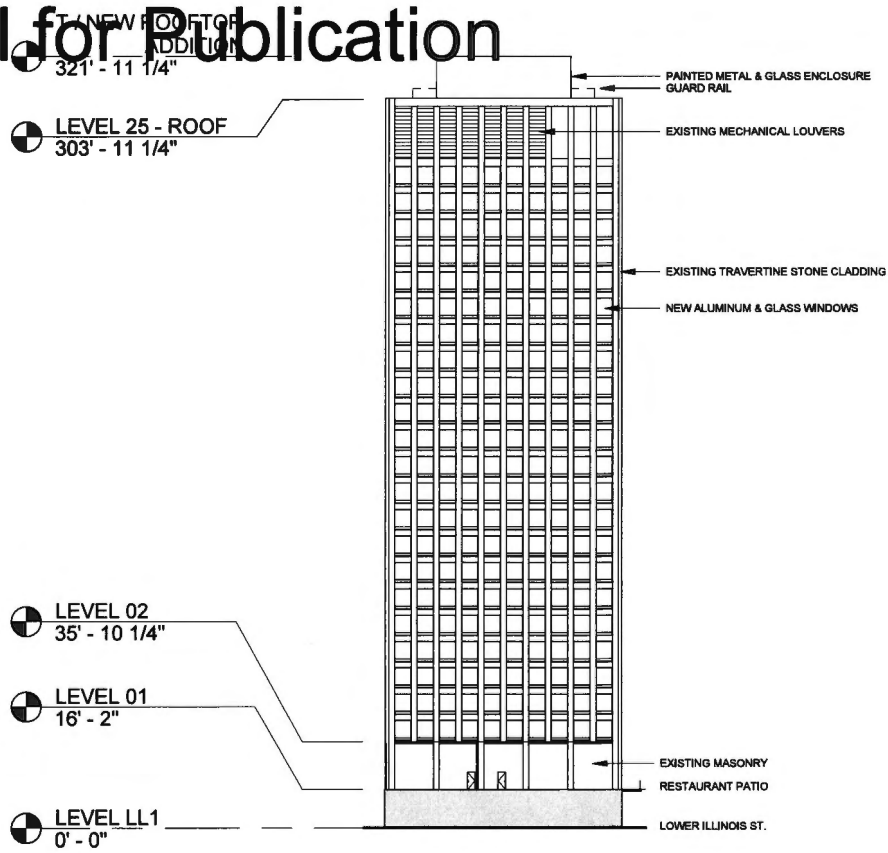


APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 50'-0"

BUILDING ELEVATIONS - EAST

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

Final for Publication



APPLICANT: Commonwealth Development Partners
 ADDRESS: 500 N Michigan Avenue, Chicago, IL 60611
 SCALE: 1" = 50'-0"

BUILDING ELEVATION - WEST

PLAN COMMISSION: 10/17/2024
 INTRODUCTION: 9/18/2024
 REVISED: TBD

Reclassification Of Area Shown On Map No. 1-F.
(Application No. 22561)
(Common Address: 701 -- 711 N. Orleans St., 300 -- 330 W. Huron St.
And 700 -- 710 N. Franklin St.)

[O2024-0012523]

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 the changing all of the Residential-Business Planned Development Number 1338 symbols and indications as shown on Map Number 1-F in the area bounded by:

the public alley next north of and parallel to West Huron Street; North Franklin Street; West Huron Street; and North Orleans Street,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 1-G.

(As Amended)
(Application No. 22440)
(Common Address: 1200 -- 1232 W. Fulton St. And 310 -- 328 N. Racine Ave.)
[SO2024-0009534]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Fulton Street; a line 362.04 feet west of and parallel to North Racine Avenue; a line 150.52 feet south of and parallel to West Carroll Avenue; a line 259.46 feet west of and parallel to North Racine Avenue; West Carroll Avenue; a line 85.27 feet west of and parallel to North Racine Avenue; West Carroll Avenue; and North Racine Avenue,

to those of the DX-7 District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Fulton Street; a line 362.04 feet west of and parallel to North Racine Avenue; a line 150.52 feet south of and parallel to West Carroll Avenue; a line 259.46 feet west of and parallel to North Racine Avenue; West Carroll Avenue; a line 85.27 feet west of and parallel to North Racine Avenue; West Carroll Avenue; and North Racine Avenue,

to those of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number _____ (the "Planned Development" or "P.D.") consists of approximately 92,943 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 1200 W Fulton Partners LLC is the "Applicant" for this Planned Development and owner of the Property.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

As part of this project, the Applicant agrees to contribute \$125,000 to CDOT to offset the cost of railroad crossing upgrades and signal improvements, which

contribution shall be made prior to the issuance of a final certificate of occupancy for the principal building located in Phase 1 shown on the Site Plan and Landscape Plan of this P.D. (as either or both may be amended pursuant to this P.D., the "Site and Landscape Plans").

4. This plan of development consists of 17 Statements and the following exhibits submitted herein: a Bulk Regulations Table; an Existing Zoning Map; a General Land-Use Map; a Property Line Map; a Site and Ground Floor Plan; a Phase 1 Site and Ground Floor Plan; a Landscape Plan; a Phase 1 Landscape Plan; a Green Roof Plan; a Phase 1 Green Roof Plan; Building Elevations (East, South, West, and North) for each of the overall P.D. and Phase 1; and Lower, Middle, and Upper Tier Typical Tower Axonometric Views, all prepared by Hartshorne Plunkard Architecture and dated October 17, 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 a Residential-Business Planned Development:

Dwelling units above the ground floor; vacation rental; shared housing units; hotel; bed and breakfast; day care (subject to future site plan approval); animal services (sales and grooming, veterinary, excluding kenneling and boarding); artist live/work space; artist work or sales space; parks and recreation; colleges and universities; cultural exhibits and libraries; business equipment and sales; business support services (except day labor employment agency); eating and drinking establishments; financial services (all, excluding payday/title secured loan store and pawn shop); food and beverage retail sales (except as more specifically regulated); lodging (all, subject to site plan approval); liquor sales (as accessory use); medical service; office; personal service (all); retail sales; repair or laundry service, consumer; residential storage warehouse; manufacturing, production and industrial services (artisan); participant sports and recreation (indoor, children's play center, entertainment cabaret); entertainment and spectator sports (all, except wagering facility); co-located wireless communication facilities; light equipment sales, indoor and outdoor; community garden; urban farm (rooftop operation); accessory parking; and accessory and incidental uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of 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 92,943 square feet and a base FAR of 7.00.

The Applicant acknowledges that the project has received a bonus of approximately 4.5 FAR, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total overall FAR for the Planned Development is 11.5. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in each subarea; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by 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.

If construction of Phase 2 of the P.D. has not commenced within two years of issuance of the final certificate of occupancy for the principal building located in

Phase 1 of the P.D. (as Phases 1 and 2 are depicted on the Site and Landscape Plans), the Applicant shall: (i) cause a mural to be painted on the west facade of the podium of the principal building located in Phase 1; and (ii) construct a six-foot solid wood fence to provide visual screening of the PD site or provide an alternate interim condition, which shall be approved by DPD pursuant to Section 17-13-0611-A.

Prior to issuance of building permits, the Applicant will enter into a development and maintenance agreement (the "DEMA") with the City for the construction, maintenance, and management of all public open space indicated on the Site and Landscape Plans. The DEMA obligations shall be binding upon the Applicant, its successors and assigns. The Commissioner is hereby authorized to enter into the DEMA and all other documents contemplated by this Statement 10 and, in his or her sole discretion, may modify by minor change the foregoing requirements, without further City Council approval, for the DEMA so as to permit alternate forms of achieving compliance with the Applicant's construction, maintenance and management obligations such as, by means of example and not limitation, one or more restrictive covenants or owners' reciprocal easement and operation agreements in form and substance acceptable to the City which expressly grant the City necessary enforcement, self-help, and lien rights as may be necessary to assure compliance with this statement.

The Applicant shall substantially complete all improvements required by the DEMA prior to receipt of a final certificate of occupancy for the principal building of the P.D. phase in which such improvements are located, as shown on the Site and Landscape Plans.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the 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 the M2-3 Light Industry District to the DX-7 Downtown Mixed-Use District and then to this Residential-Business Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning of the ARO and permits the construction of 1,079 dwelling units. The Applicant intends to construct a 1,079-unit rental building (the "Project").

Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 216 affordable units (20 percent of 1079), half of which (50 percent of 216 or 108) are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 216 affordable units in the Project, as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI; (y) at least one-third (or 72 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 12 of the 72 units) must be affordable to households at or below 40 percent of the AMI; and (z) all income levels must be multiples of 10 percent of the AMI.

This PD is located in the Fulton Market Innovation District (the "FMID"). The Chicago Plan Commission adopted a plan for the FMID in July 2014 and approved an update

to the plan (the "FMID Plan Update") in February 2021. The FMID Plan Update allows residential uses north of Lake Street in the FMID and establishes a 30 percent affordability goal for new residential projects in that area. In order to achieve that goal, the City's Department of Housing ("DOH") is committed to offering developers financial assistance (the "FMID Funds") to provide the additional affordable units. Subject to the City's approval of the FMID Funds in an amount and on terms described below, the Applicant has agreed to explore the provision of up to an additional 108 affordable units (10 percent of 1,079) either on-site or in an off-site location within the boundaries of the FMID, in accordance with the FMID Plan Update (the "FMID Units"). The Applicant and DOH have begun and will continue to collaborate to determine the amount of FMID Funds necessary to create the FMID Units, which amount shall account for such factors as the change in projected net operating income during the period of affordability and based on commercially reasonable investment criteria and empirical data. DOH has previously reviewed detailed proformas at 20 percent and 30 percent affordability along with a market rent study provided by the Applicant, and preliminarily determined the amount of funds necessary to compensate for the loss of market rate rent for the FMID Units. The Applicant and DOH have not agreed on the amount of FMID Funds or whether the receipt of any FMID Funds can be borne by the Project. The Applicant and DOH will continue to collaborate to determine whether the Project can accept FMID Funds and, if so, the amount of FMID Funds necessary to create the FMID Units in accordance with this Statement 16. At least six (6) months prior to the issuance of the first permit for any residential building in the P.D., the Applicant shall notify the City of the Applicant's intent to proceed with construction of the project ("Applicant's Notice to Proceed"). The Applicant's Notice to Proceed must include an updated and detailed budget for the Project, updated proformas at 20 percent and 30 percent affordability based on commercially reasonable investment criteria and empirical data, an updated rent market study, its calculation of the amount of FMID Funds necessary to create the FMID Units ("FMID Funding Determination") and a detailed explanation of its FMID Funding Determination, or, if applicable, a detailed explanation as to why the Project cannot accept FMID Funds (the foregoing referred to as the "Supporting Documents"). The Applicant shall concurrently deliver a copy of the Applicant's Notice to Proceed and associated documentation to the alderman in whose ward the Project is located. Within 30 days after delivery of the Applicant's Notice to Proceed and all associated documentation to DOH, the City will either: (1) accept the Applicant's FMID Funding Determination and agree to provide the amount of FMID Funds identified by the Applicant, subject to City Council approval of the FMID Funds and the Applicant's execution of a TIF RDA (defined below); (2) reject the Applicant's FMID Funding Determination and request additional information and discussion; or (3) accept a determination by the Applicant that it is not fiscally possible, based on commercially reasonable investment criteria and empirical data, to accept FMID Funds. Furthermore, if the City fails to respond within the 30-day period following the delivery of the Applicant's Notice to Proceed (which will not be considered delivered unless each of the Supporting Documents are delivered), the Applicant may proceed with development of the Project without

providing the FMID Units. If the City rejects the Applicant's FMID Funding Determination, the City and the Applicant must confer and negotiate in good faith and with due diligence to determine the amount of FMID Funds necessary to create the FMID Units. If the City and the Applicant are unable to reach agreement regarding such amount on terms acceptable to the Applicant and the City within ninety (90) days after delivery of the Applicant's Notice to Proceed, the Applicant may proceed with development of the Project without providing the FMID Units. The City intends to provide the FMID Funds from available incremental property taxes on deposit in the special tax allocation fund for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area, within whose boundaries the Property is located. The Applicant understands and agrees that the award of the FMID Funds is expressly conditioned on the City and the Applicant entering into a TIF Redevelopment Agreement (the "TIF RDA"), which will be approved pursuant to a separate ordinance (the "TIF Ordinance"), and the Applicant agrees to negotiate the TIF RDA in good faith and with due diligence and to execute the TIF RDA in order to receive the FMID Funds. Among other conditions, the Applicant shall not be required to provide the FMID Units and accept FMID Funds if a lender providing construction financing does not approve the TIF RDA as a condition to providing such construction financing.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. If the IHA is executed before the Applicant and DOH complete negotiations regarding the FMID Units, the Applicant agrees to update, amend and rerecord the IHA as necessary to incorporate any additional FMID affordability requirements. The Commissioner of DOH may enforce remedies for any breach of this Statement, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Accessible Unit Key Plan Diagram -- North and West Tower; Existing Zoning Map; Existing Land-Use Map; Property Line and Boundary Map; Site/Ground Floor Plan; Site/Ground Floor Plan -- 3 Phase I only; Landscape Plan; Landscape Plan -- Phase I only; Green Roof Plan; Green Roof Plan -- Phase I only; Building Elevations; and Axon -- Base, Middle and Top referred to in these Plan of Development Statements printed on pages 19903 through 19924 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. _____

Bulk Regulations And Data Table.

Gross Site Area (square feet):	128,927
Area of Public Rights-of-Way (square feet):	35,983
Net Site Area (square feet):	92,943
Maximum Floor Area Ratio:	11.5
Maximum Number of Dwelling Units:	1,079
Minimum Parking Spaces:	440
Minimum Bicycle Parking:	1,079 (1 space per dwelling unit)
Minimum Loading Berths:	5
Maximum Building Height:	545 feet
Minimum Setbacks:	In accordance with plans

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* An official website of the City of Chicago Here's how you know

★ EFORMS ADMIN TOOL

MF-11

Close Apply Auction Email User Show Notes Print

ARO Intake Application

Submission ID: 881709

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirety online at: https://www.library.amiqal.com/codes/chicago/latest/chicago_11/0-0-2598874

The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in [Section 2-44-105 of the City's Municipal Code](#).

PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function.

Before starting the submission process, please gather and complete all the necessary documentation outlined in [Article 5.1.2 of the ARO Rules](#), and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for [download here](#). The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.

If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.

The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.gov.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name * 1200 W Fulton Partners LLC	Applicant Contact Person * Ross Babel
Applicant Email * ross@fultonstco.com	Applicant Phone * (847) 917-7620
Applicant Address * 1330 West Fulton Street, Suite 200	
Attorney Name * Katie Jahnke Dale	Attorney Email * katie.dale@us.dlapiper.com

Development Information

Development Address:

From * 1200	To 1232	Direction * W	Street Name * FULTON
Zip Code * 606071122	Ward * 27	ARO Zone * Downtown	
Development Name * 1200 West Fulton		If you are working with a Planner at the City, what is his/her/their name? Emily Thrun	
Zoning Application Number (if applicable)	Council Introduction Date * 05/22/2024		

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

ARO Trigger * Zoning Entitlement	Development Type * Rental
--	-------------------------------------

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Total Units *

1079

Is your Project in a Transit Served Location? *

with 4.0 FAR (100% on-site requirement)

Estimated date marketing will begin *

01/01/2027

Estimated date of building permit (in-lieu fee, \$5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

01/01/2025

ARO Requirements

ARO Option

- 20% at 60% average AMI
- 16% at 50% average AMI
- 13% at 40% AMI
- 10% at 30% AMI

ARO Option

- 20% at 100% AMI
- 16% at 80% AMI

ARO Option *

- 10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

- 10% AT A WEIGHTED AVERAGE OF 100% AMI
- 8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *

216

Minimum On-Site Units *

54

Maximum Units Paid For In-Lieu *

108

Proposed On-Site Units *

216

Proposed Off-Site Units *

0

Proposed In-Lieu Units *

0

In-Lieu Amount Owed *

\$0.00

On-Site Units To CLHTF or CHA *

0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From To Direction Street Name

Zip Code Ward ARO Zone

Off-Site Type

Off-Site Admin Fee

Forms

Unit Mix and Square Footage Spreadsheet *
[DOH_Pro_Forms_2022_v12 - 30% Affordable v3.xlsx](#)

Dimensioned Floor Plans with affordable units highlighted
[4.24 - UNIT MATRIX PLANS - COMBINED - 30ARO.pdf](#)

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If ARO units are CLHIF or CHA, attach signed acceptance letter
If off-site units are new construction, attach:

- A. Schematic and design development drawings for on-site units
 - B. Schematic and design development drawings for off-site units
- If off-site units are rehab, please attach the following documents:
- A. Schematic and design development drawings for on-site units
 - B. Schematic and design development drawings for off-site units
 - C. A Physical Needs Assessment (PNA)
 - D. Surveys
 - E. Outstanding code violations
 - F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

- A. Owner Sworn Statement
- B. GC Sworn Statement
- C. Bounday Survey
- D. Draft permit application prior to submission to the Department of Buildings (DOB)
- E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

- A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH
- B. A copy of the front and back of each building permit for each property with all DOB signoffs
- C. A copy of the Certificate of Occupancy for each property (if applicable)
- D. Final GC and Owner Sworn Statements
- E. All final waivers of lien or a title report showing no liens for each property
- F. As built Survey (new construction)
- G. Final Issued for Construction Permitted Construction Drawings
- H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

DLA Piper LLP (US)

Deputy Commissioner


Summary

Work Log

Submission Date: 05/06/2024 05:06:51 PM
 Amended Date:
 Admin Amended Date:
 Admin Amended By:
 Admin Amended Justification:

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Market Rate		Summary		ARO		
unit type	how many?	avg square footage	avg square footage	% of total square footage	ARO square footage	affordable % market square footage**
studio	383	815	63	39%	473	92%
one-bed	359	748	60	42%	632	91%
two-bed	171	1,244	48	16%	628	89%
three-bed	0	0	0	0%	0	0%

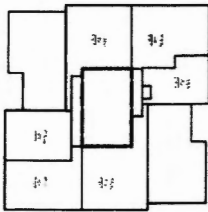
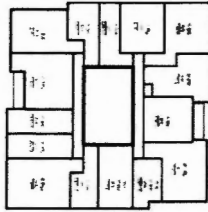
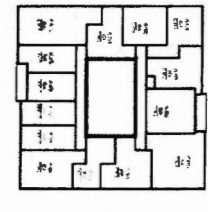
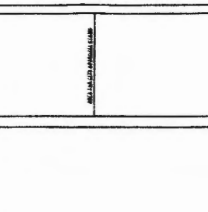
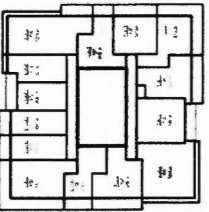
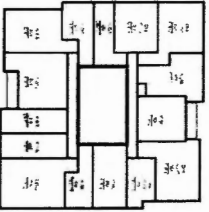
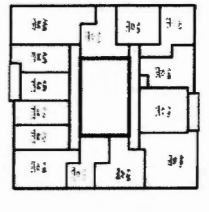
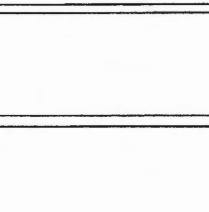
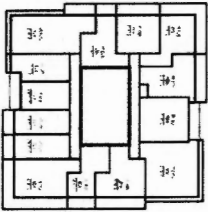
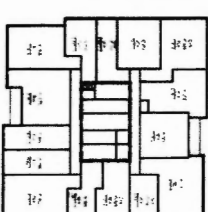
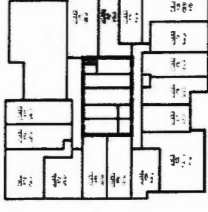
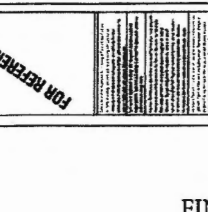
*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
 **the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines.

Unit Type	AMI					Total Units	Average
	30%	40%	50%	60%	70%		
Studio	-	15	25	21	-	22	58.67%
1 bed	-	17	26	11	3	33	61.00%
2 bed	-	6	16	6	-	15	60.47%
3 bed	-	-	-	-	-	-	#DIV/0!
4 bed	-	-	-	-	-	-	#DIV/0!
	-	38	67	38	3	70	60.80%

Project Name	1260 W Fulton Partners LLC
Zoning Application number, if applicable	
Address	1260 W Fulton
Is this a For Sale or Rental Project?	Rental
Anticipated average psf/rent/price?*	UNK
Total Units in Project	1079
Total Affordable units	216

Features and Amenities	Market Rate Units		Affordable Units	
	TBD In Unit	TBD In Unit	TBD In Unit	TBD In Unit
Parking	TBD	TBD	TBD	TBD
Laundry	TBD	TBD	TBD	TBD
Appliances				
Refrigerator	Yes, TBD	Yes, TBD	Yes, TBD	Yes, TBD
Dishwasher	Yes, TBD	Yes, TBD	Yes, TBD	Yes, TBD
Stove/Oven	Yes, TBD	Yes, TBD	Yes, TBD	Yes, TBD
Microwave	Yes, TBD	Yes, TBD	Yes, TBD	Yes, TBD
Bathroom(s)	Yes, Minimum 1 per Unit	Yes, Minimum 1 per Unit	Yes, Minimum 1 per Unit	Yes, Minimum 1 per Unit
Hall bath? Full bath?	Quartz	Quartz	Quartz	Quartz
Kitchen countertops material	LVP	LVP	LVP	LVP
Flooring material				
HVAC				
Other				

NOTE: DOH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the ARO Rules.

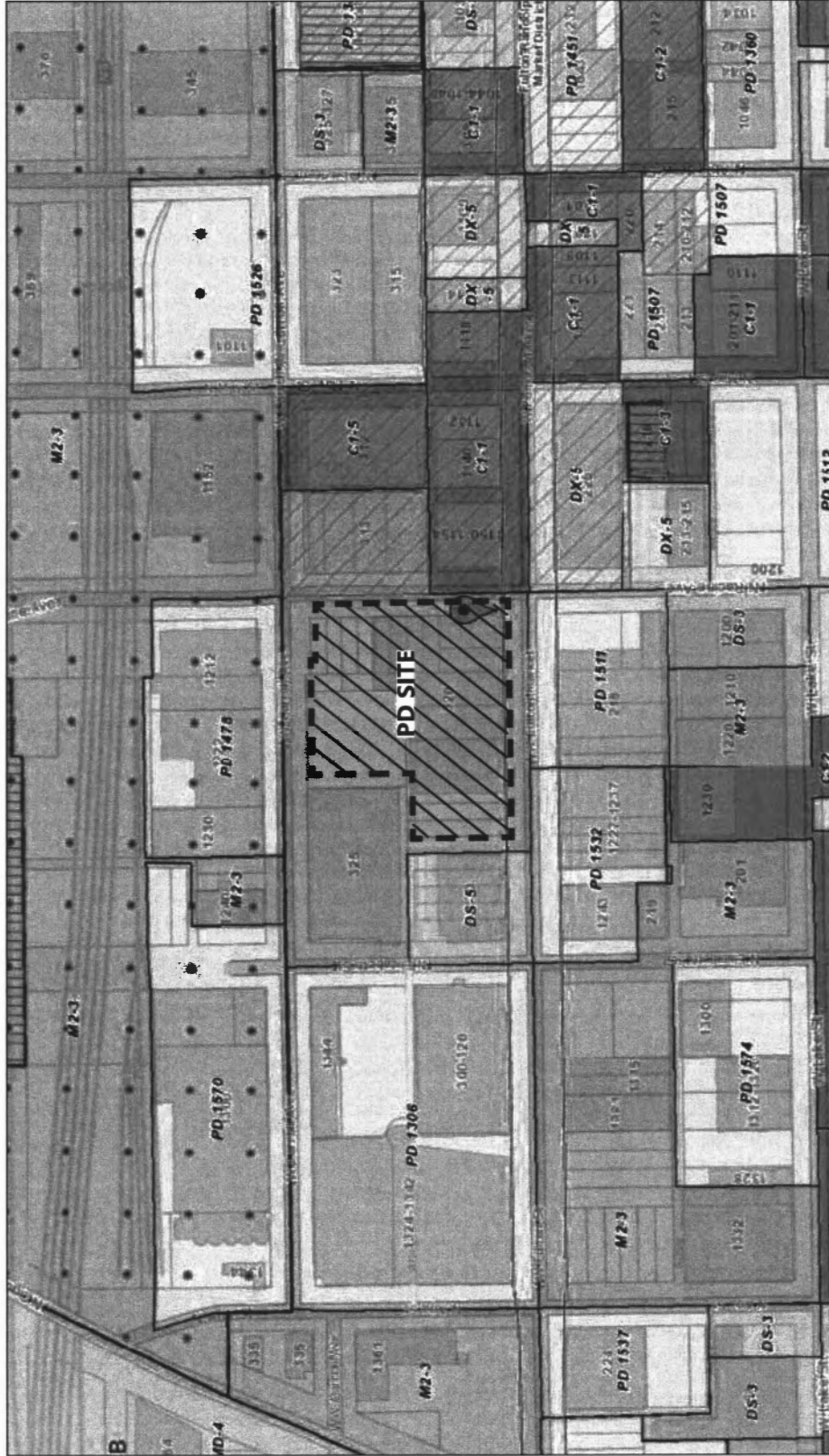
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 <p>(12) WEST TOWER - LEVEL 47 Sheet 1 of 487</p>	 <p>(11) WEST TOWER - LEVELS 34-41 Sheet 1 of 488</p>	 <p>(10) WEST TOWER - LEVEL 32 Sheet 1 of 489</p>	 <p>(1) WEST TOWER - LEVELS 4-5 Sheet 1 of 490</p>
 <p>(8) WEST TOWER - LEVEL 24 Sheet 1 of 492</p>	 <p>(6) WEST TOWER - LEVELS 29-31 Sheet 1 of 493</p>	 <p>(7) WEST TOWER - LEVEL 25 Sheet 1 of 494</p>	 <p>(4) WEST TOWER - LEVEL 8 Sheet 1 of 495</p>
 <p>(3) WEST TOWER - LEVEL 7 Sheet 1 of 497</p>	 <p>(6) WEST TOWER - LEVELS 6-23 Sheet 1 of 498</p>	 <p>(5) WEST TOWER - LEVEL 26 Sheet 1 of 499</p>	 <p>(2) WEST TOWER - LEVEL 9 Sheet 1 of 500</p>

FOR REFERENCE ONLY

AO 6.2
ACCESSIBLE UNIT KEY
PLANNING - WEST
TOWER



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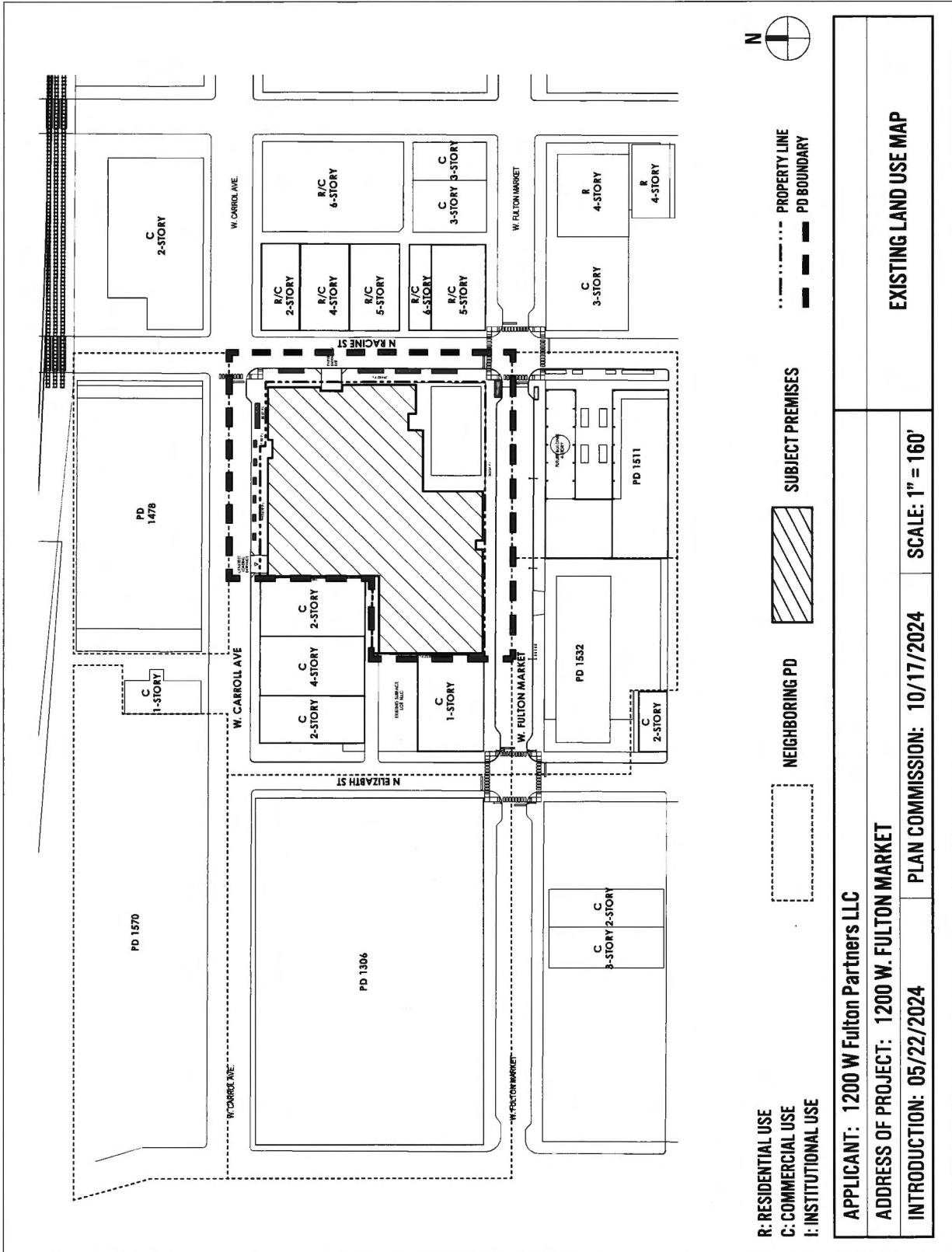
LEGEND



SUBJECT PREMISES

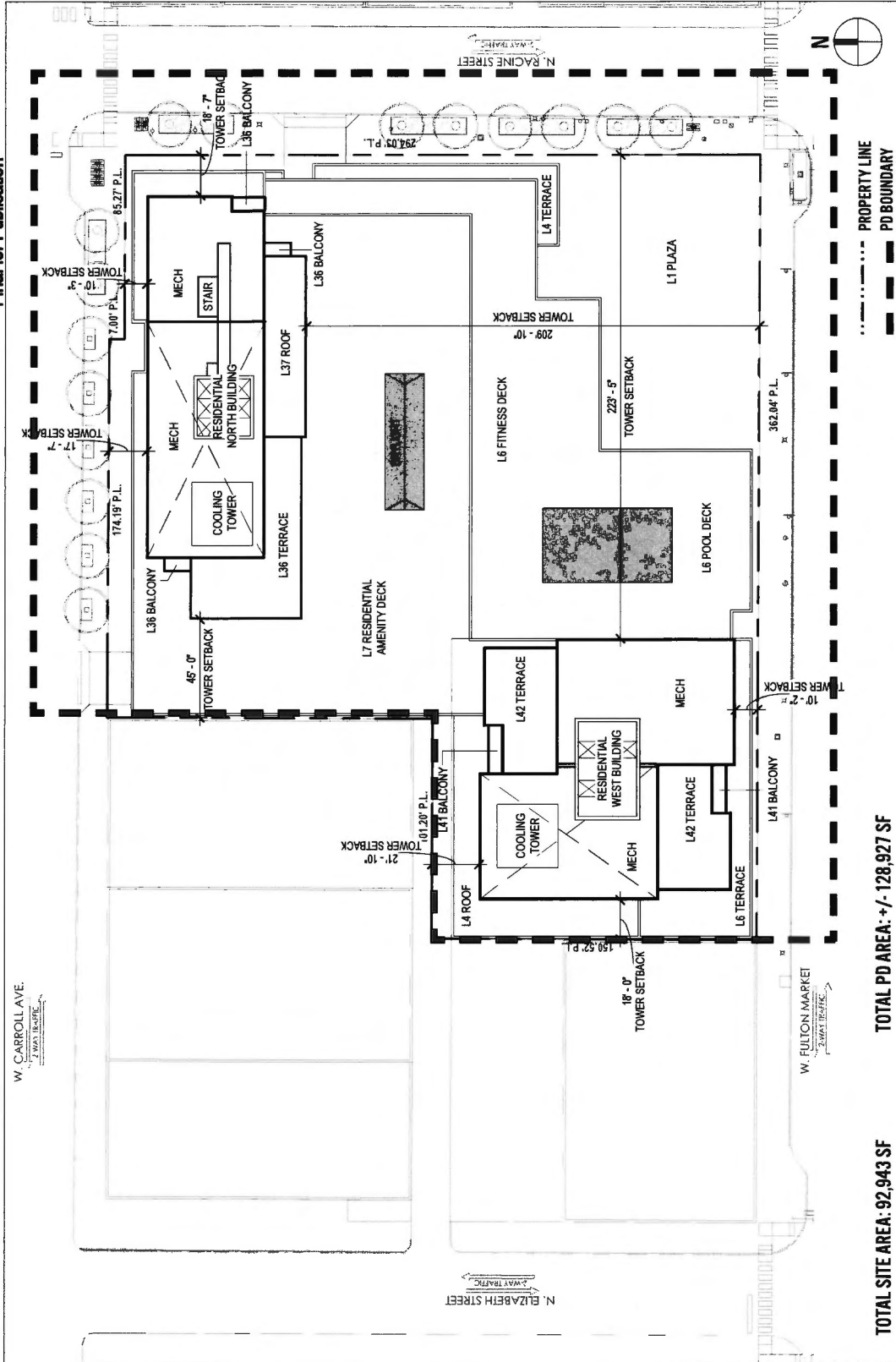
APPLICANT: 1200 W Fulton Partners LLC		EXISTING ZONING MAP	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET			
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024	SCALE: N.T.S	

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APPLICANT: 1200 W Fulton Partners LLC	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET	
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024
SCALE: 1" = 160'	
EXISTING LAND USE MAP	

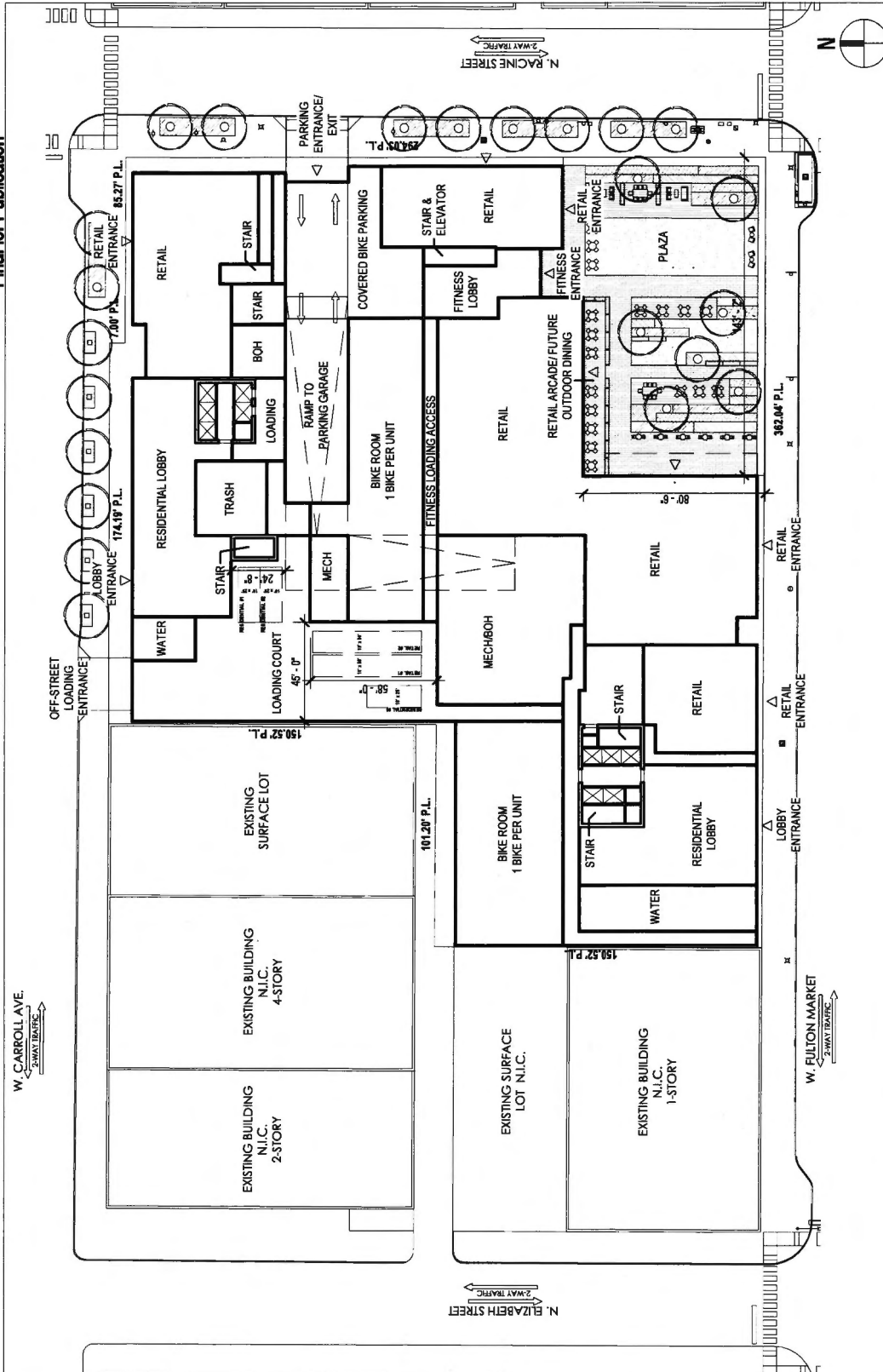
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TOTAL SITE AREA: 92,943 SF TOTAL PD AREA: +/- 128,927 SF

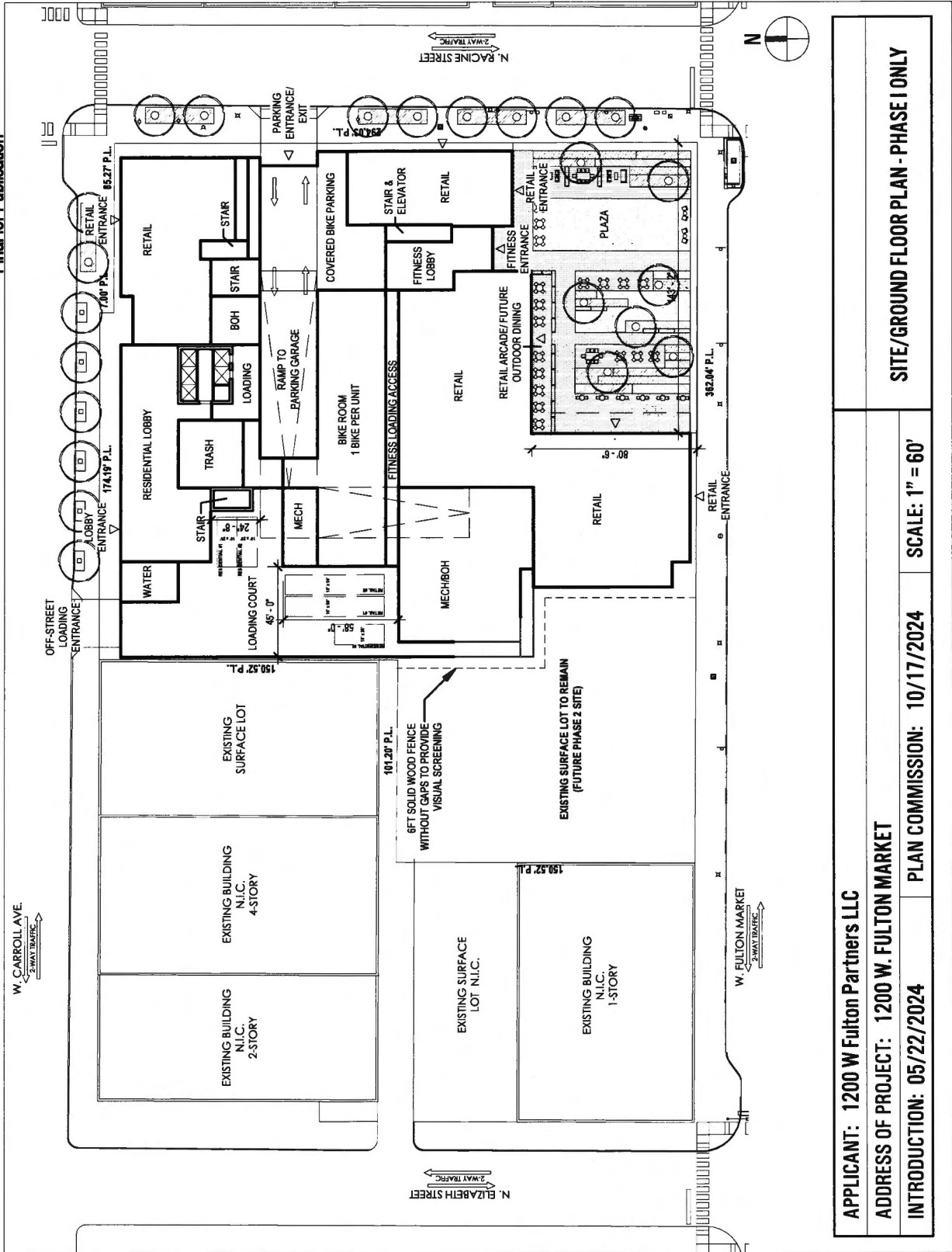
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<p>PLAN COMMISSION: 10/17/2024</p>	<p>SCALE: 1" = 60'</p>	

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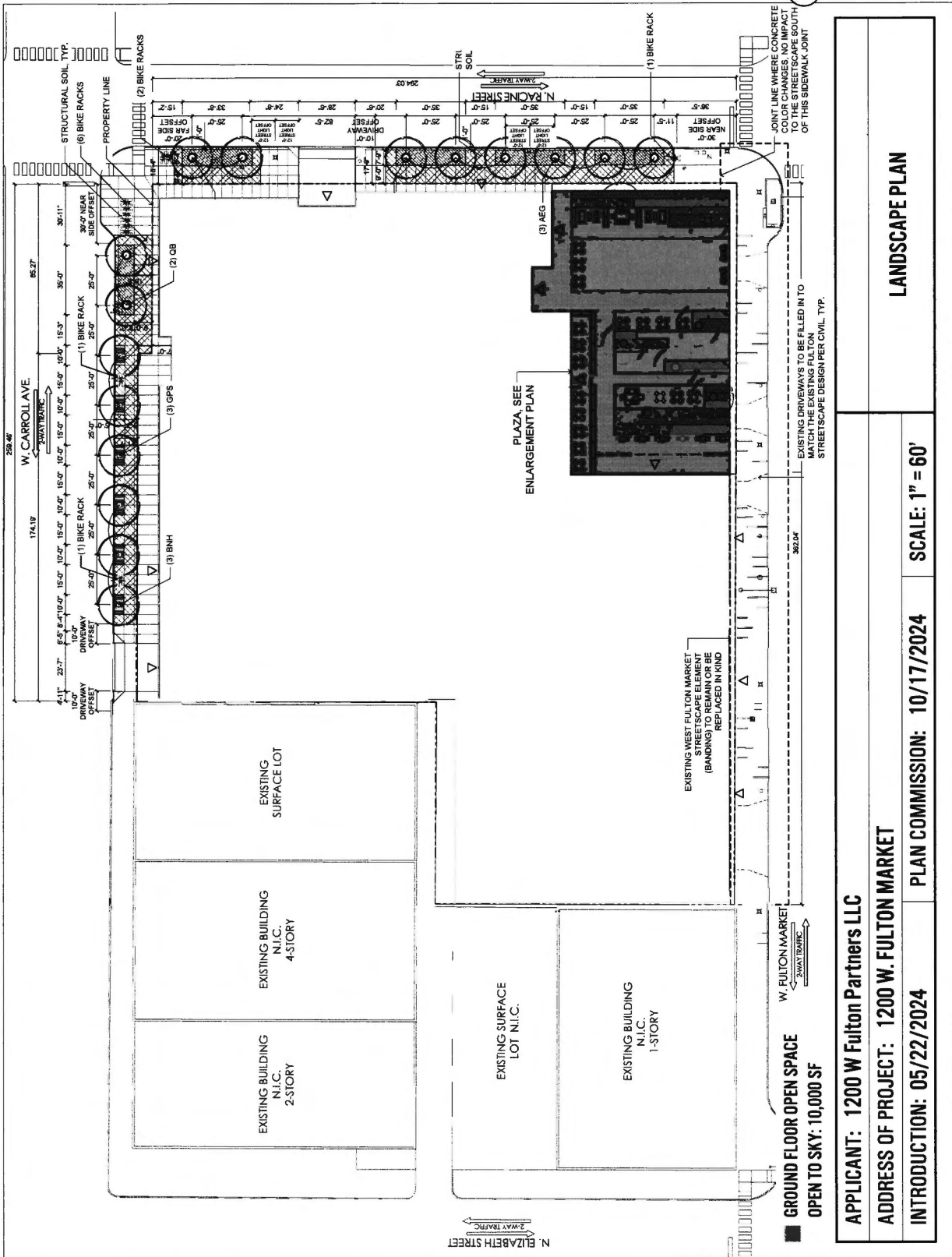
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INTRODUCTION: 05/22/2024		PLAN COMMISSION: 10/17/2024	

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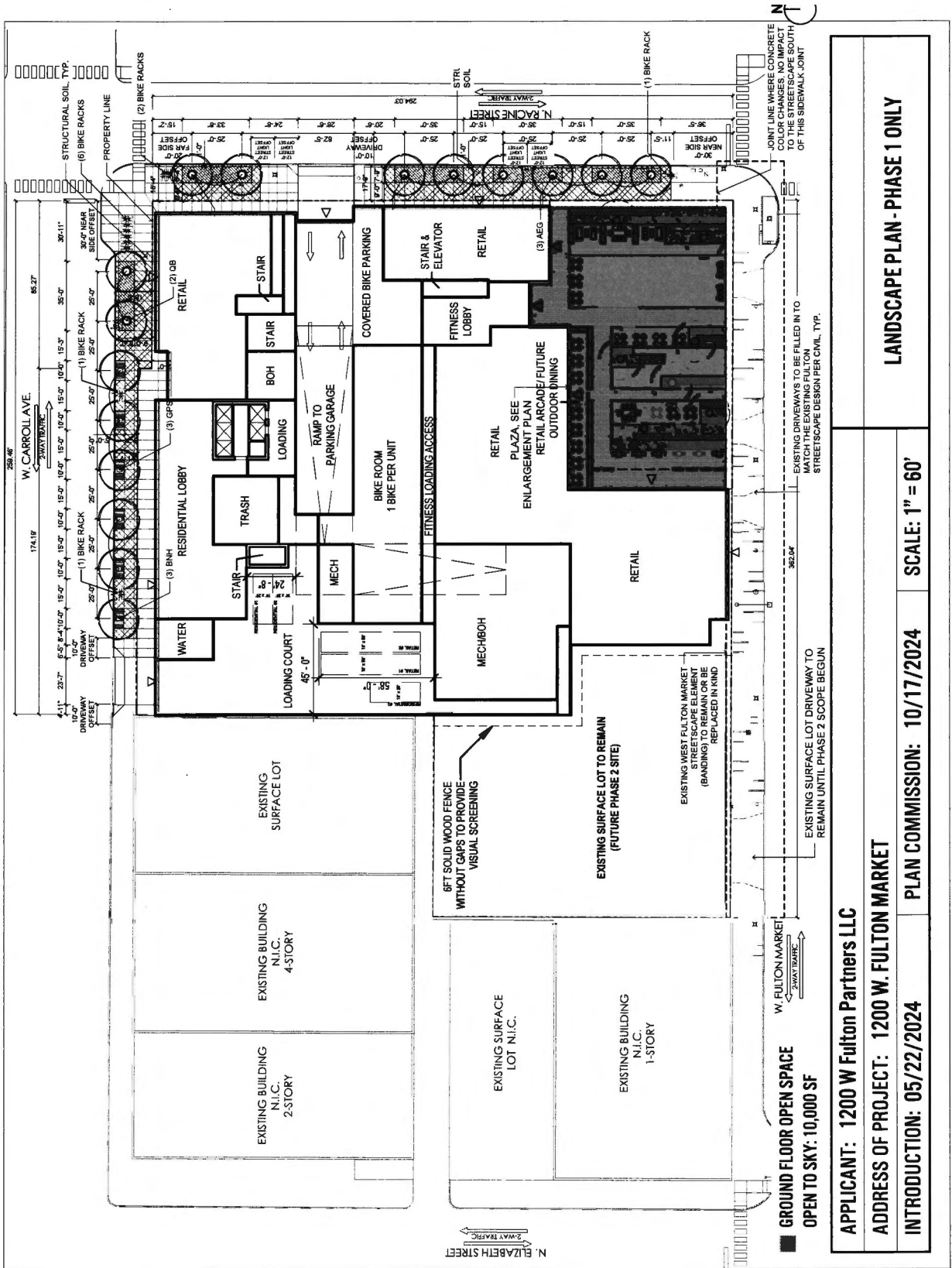
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<p>INTRODUCTION: 05/22/2024</p>	<p>PLAN COMMISSION: 10/17/2024</p>
<p>SCALE: 1" = 60'</p>	
<p>SITE/GROUND FLOOR PLAN - PHASE I ONLY</p>	

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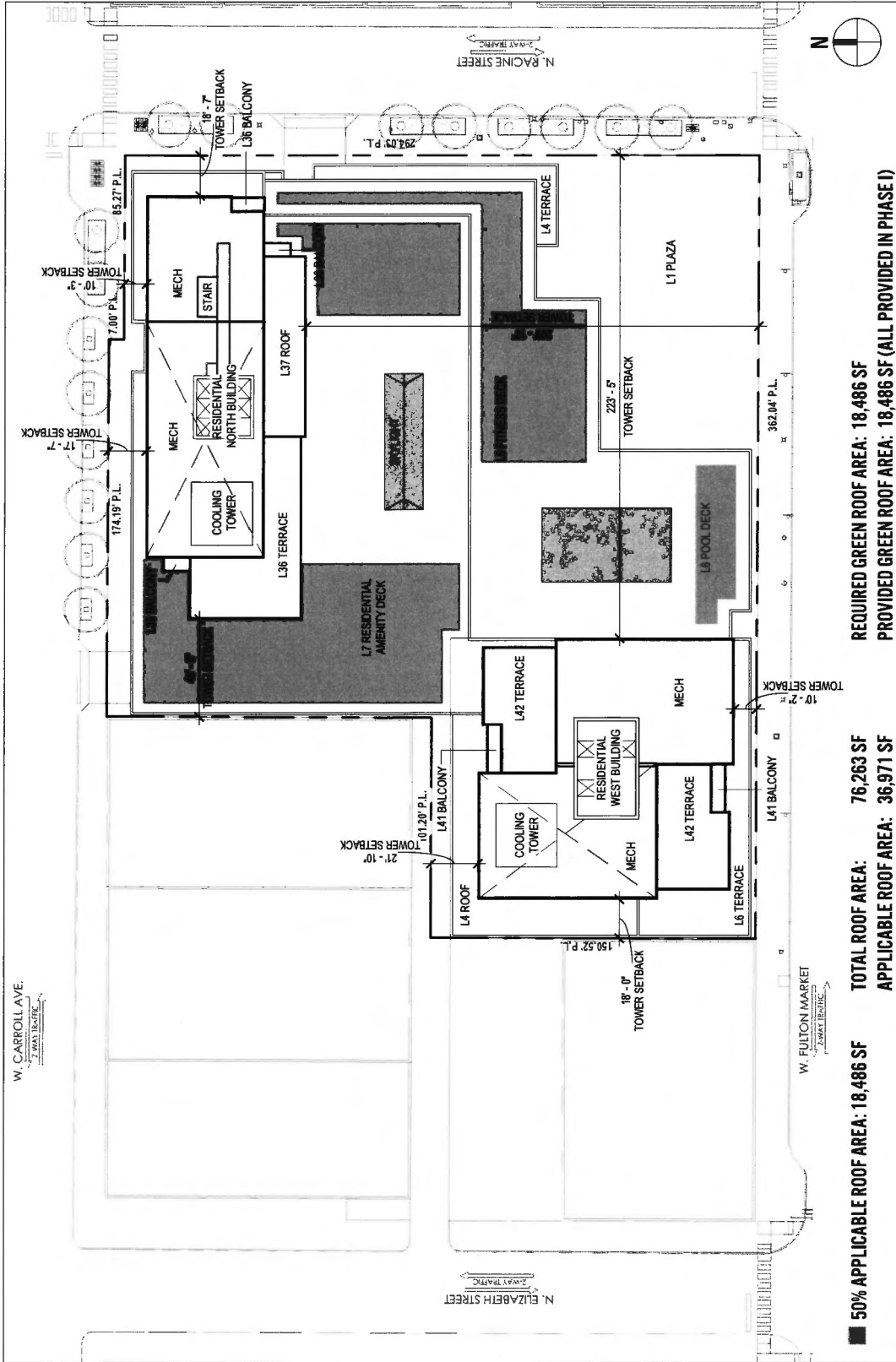
LANDSCAPE PLAN	
APPLICANT: 1200 W Fulton Partners LLC	SCALE: 1" = 60'
ADDRESS OF PROJECT: 1200 W. FULTON MARKET	PLAN COMMISSION: 10/17/2024
INTRODUCTION: 05/22/2024	

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<p>APPLICANT: 1200 W Fulton Partners LLC</p> <p>ADDRESS OF PROJECT: 1200 W. FULTON MARKET</p> <p>INTRODUCTION: 05/22/2024</p>		<p>PLAN COMMISSION: 10/17/2024</p> <p>SCALE: 1" = 60'</p>		<p>LANDSCAPE PLAN - PHASE 1 ONLY</p>	
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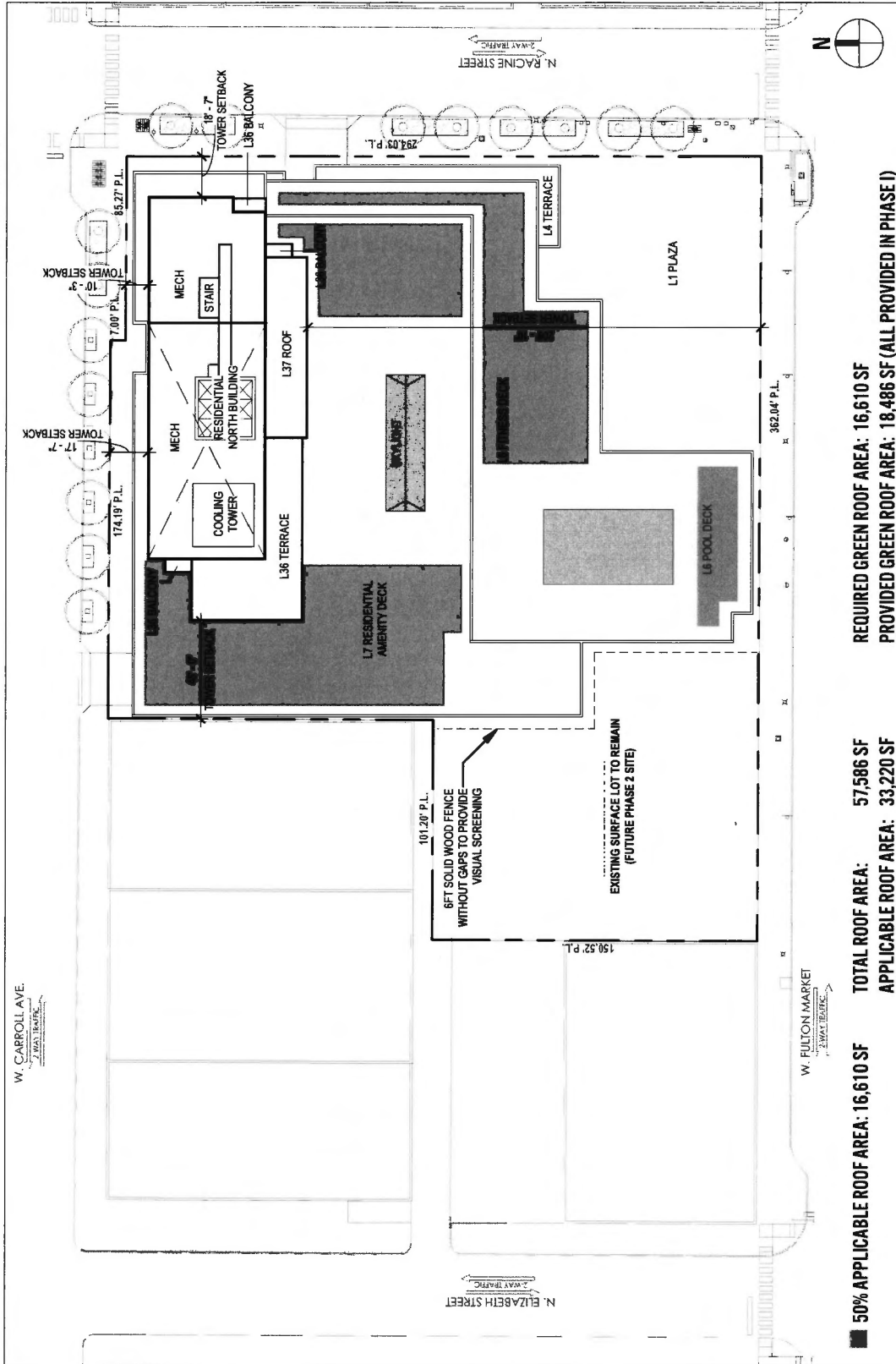
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50% APPLICABLE ROOF AREA: 18,486 SF **TOTAL ROOF AREA: 76,263 SF** **REQUIRED GREEN ROOF AREA: 18,486 SF**
APPLICABLE ROOF AREA: 36,971 SF **PROVIDED GREEN ROOF AREA: 18,486 SF (ALL PROVIDED IN PHASE I)**

GREEN ROOF PLAN	
APPLICANT: 1200 W Fulton Partners LLC	SCALE: 1" = 60'
ADDRESS OF PROJECT: 1200 W. FULTON MARKET	
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024

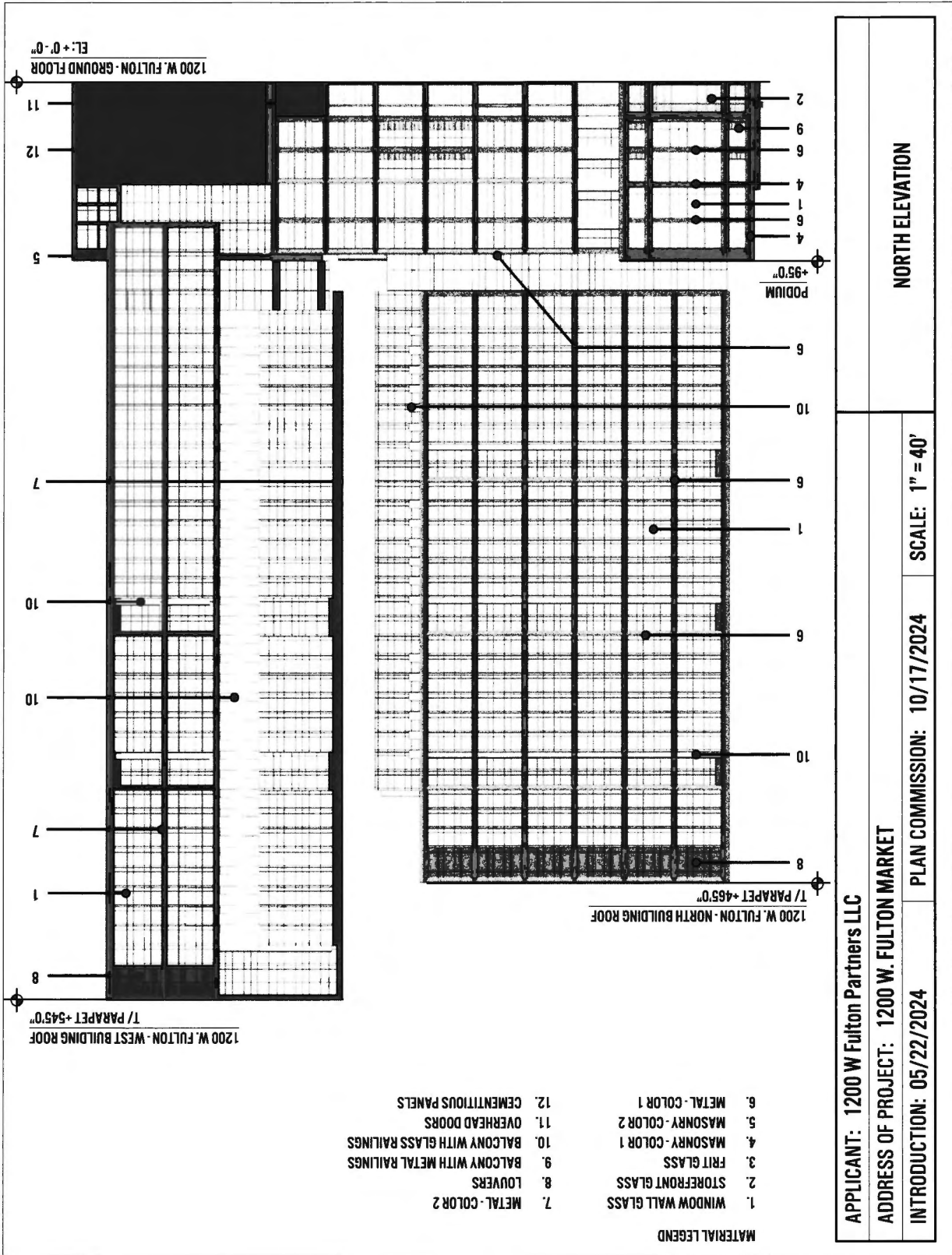
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50% APPLICABLE ROOF AREA: 16,610 SF TOTAL ROOF AREA: 57,586 SF REQUIRED GREEN ROOF AREA: 16,610 SF
 APPLICABLE ROOF AREA: 33,220 SF PROVIDED GREEN ROOF AREA: 18,486 SF (ALL PROVIDED IN PHASE I)

APPLICANT: 1200 W Fulton Partners LLC ADDRESS OF PROJECT: 1200 W. FULTON MARKET INTRODUCTION: 05/22/2024		PLAN COMMISSION: 10/17/2024 SCALE: 1" = 60'	
GREEN ROOF PLAN - PHASE I ONLY			

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NORTH ELEVATION

APPLICANT: 1200 W Fulton Partners LLC

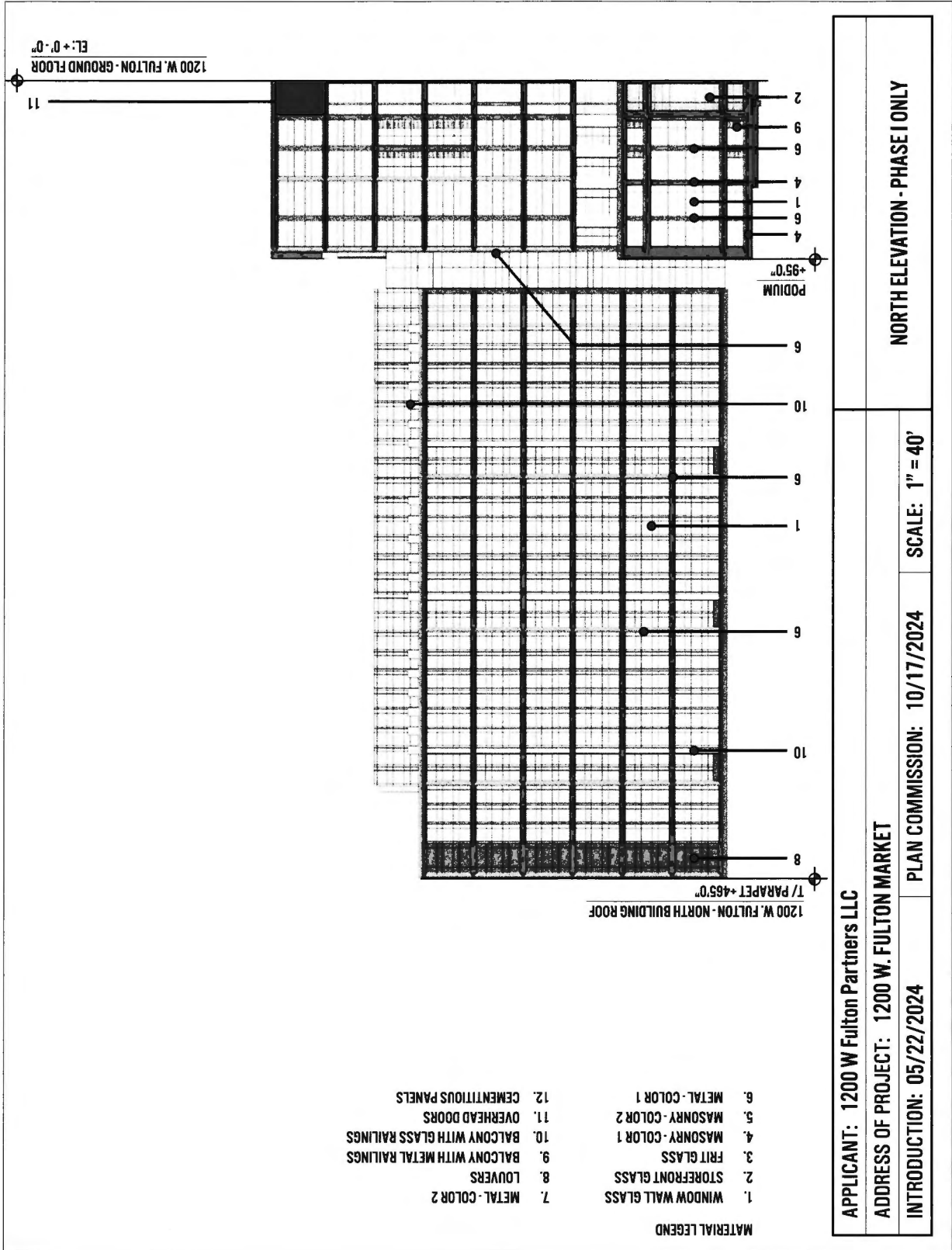
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INTRODUCTION: 05/22/2024

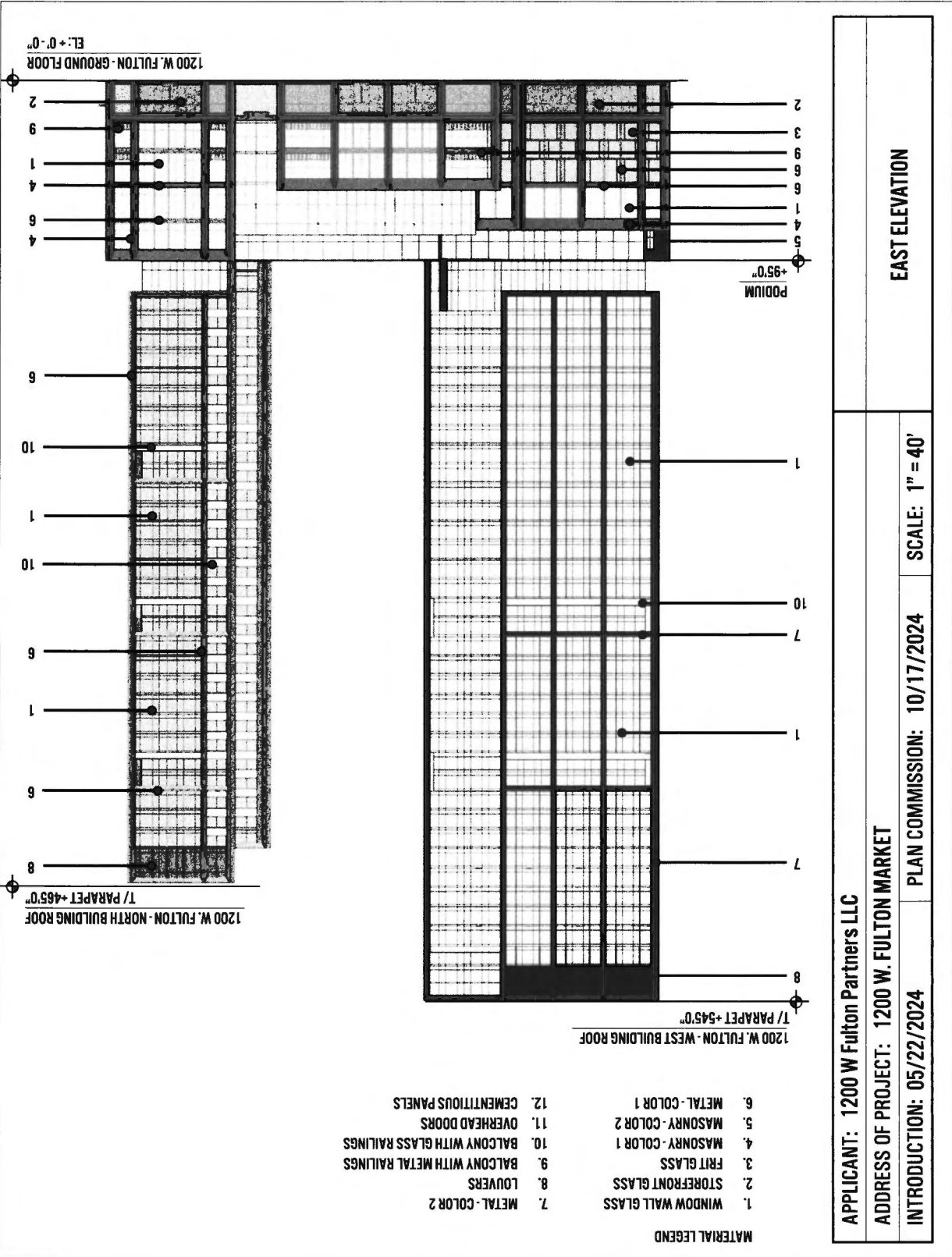
PLAN COMMISSION: 10/17/2024

SCALE: 1" = 40'

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EAST ELEVATION

APPLICANT: 1200 W Fulton Partners LLC

ADDRESS OF PROJECT: 1200 W. FULTON MARKET

INTRODUCTION: 05/22/2024

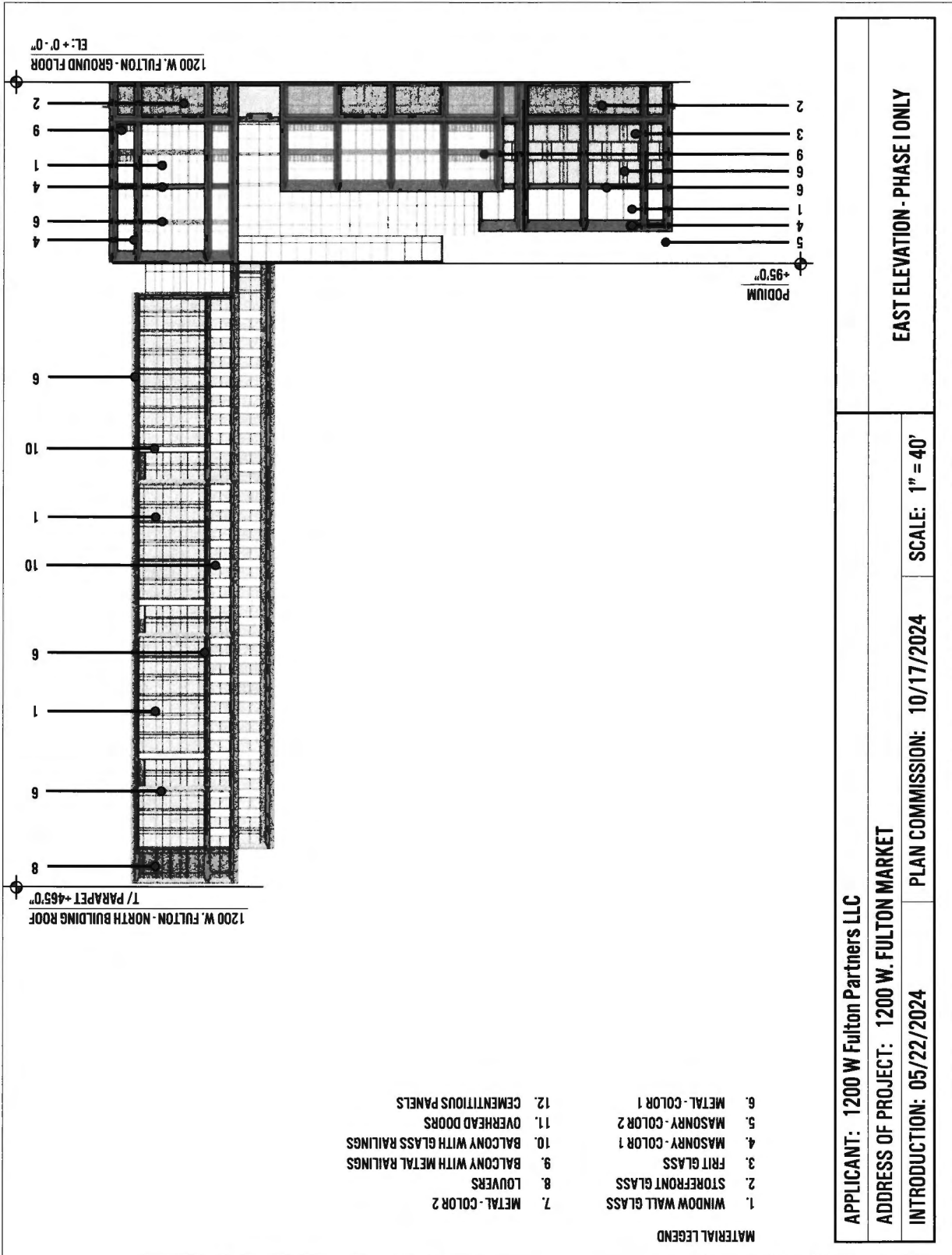
PLAN COMMISSION: 10/17/2024

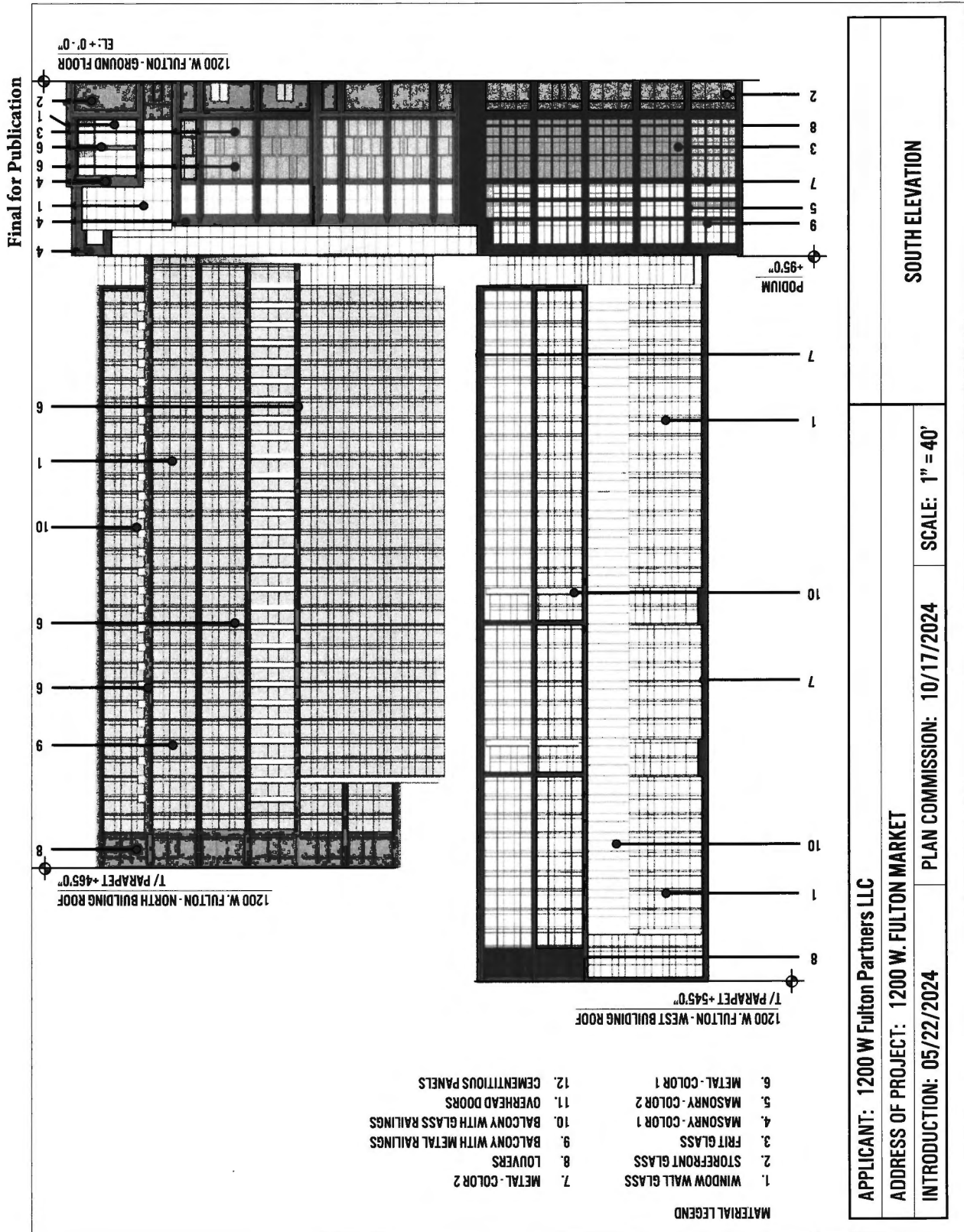
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MATERIAL LEGEND

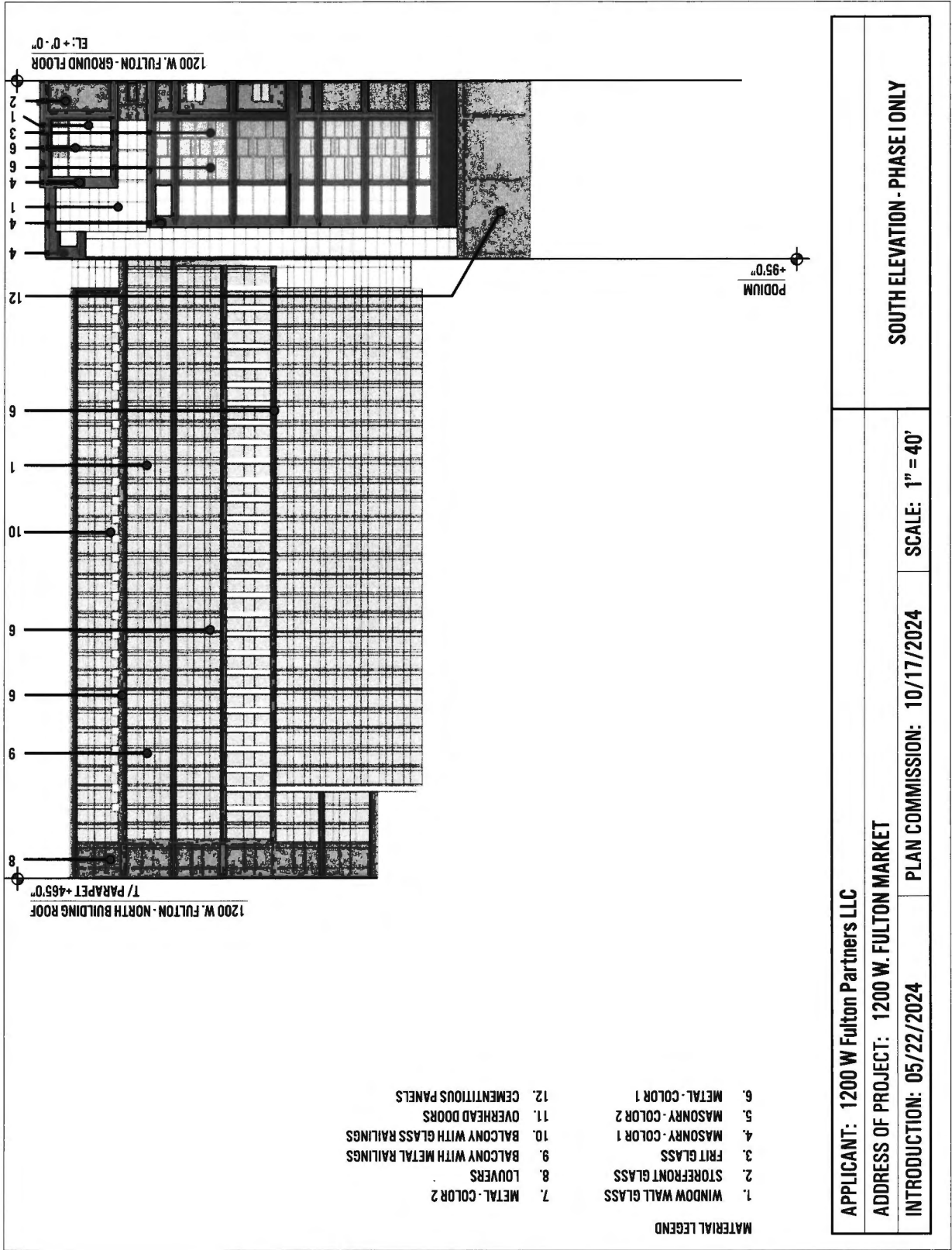
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- 2 STOREFRONT GLASS
- 3 FRIT GLASS
- 4 MASONRY - COLOR 1
- 5 MASONRY - COLOR 2
- 6 METAL - COLOR 1
- 7 METAL - COLOR 2
- 8 LOUVERS
- 9 BALCONY WITH METAL RAILINGS
- 10 BALCONY WITH GLASS RAILINGS
- 11 OVERHEAD DOORS
- 12 CEMENTITIOUS PANELS

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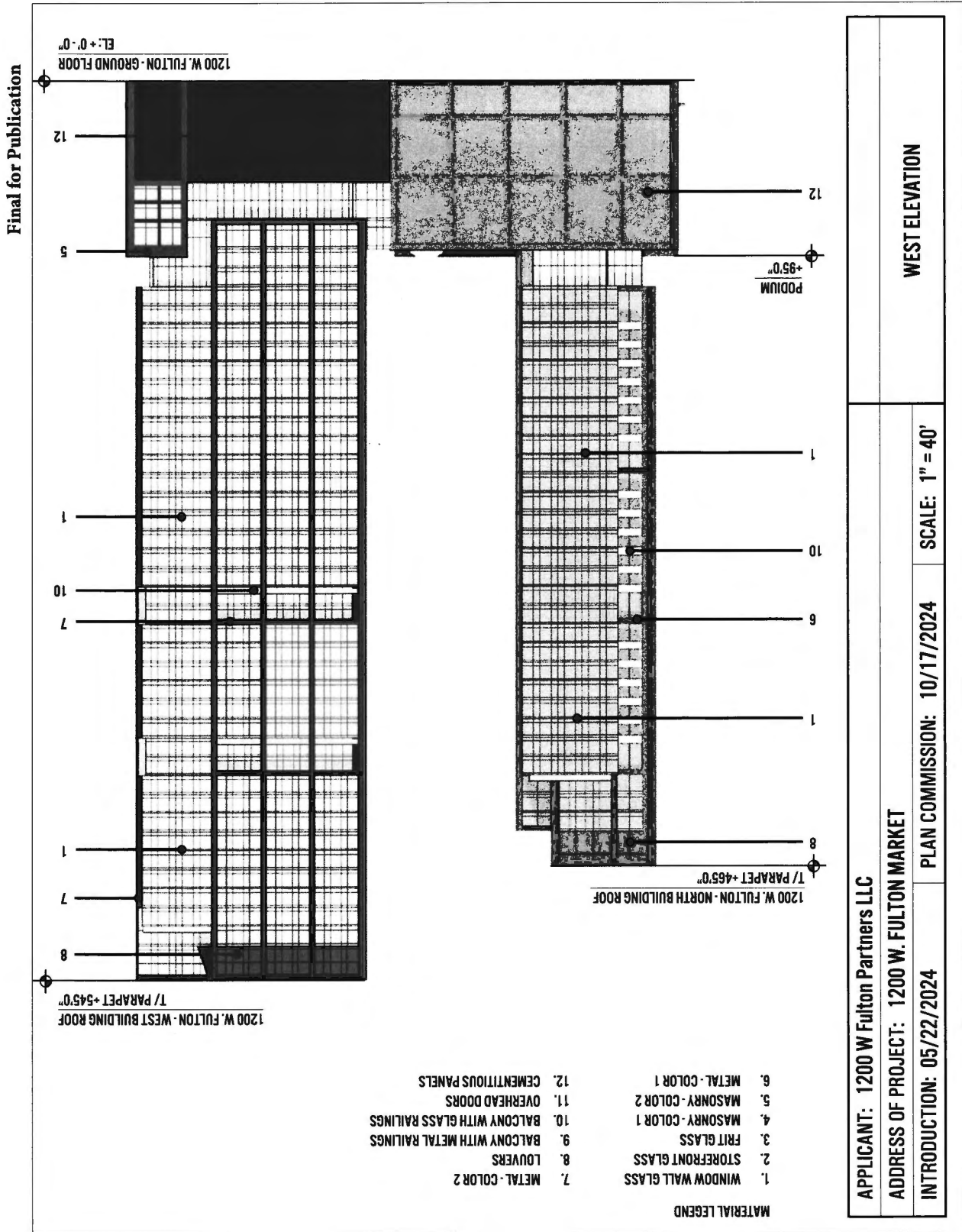




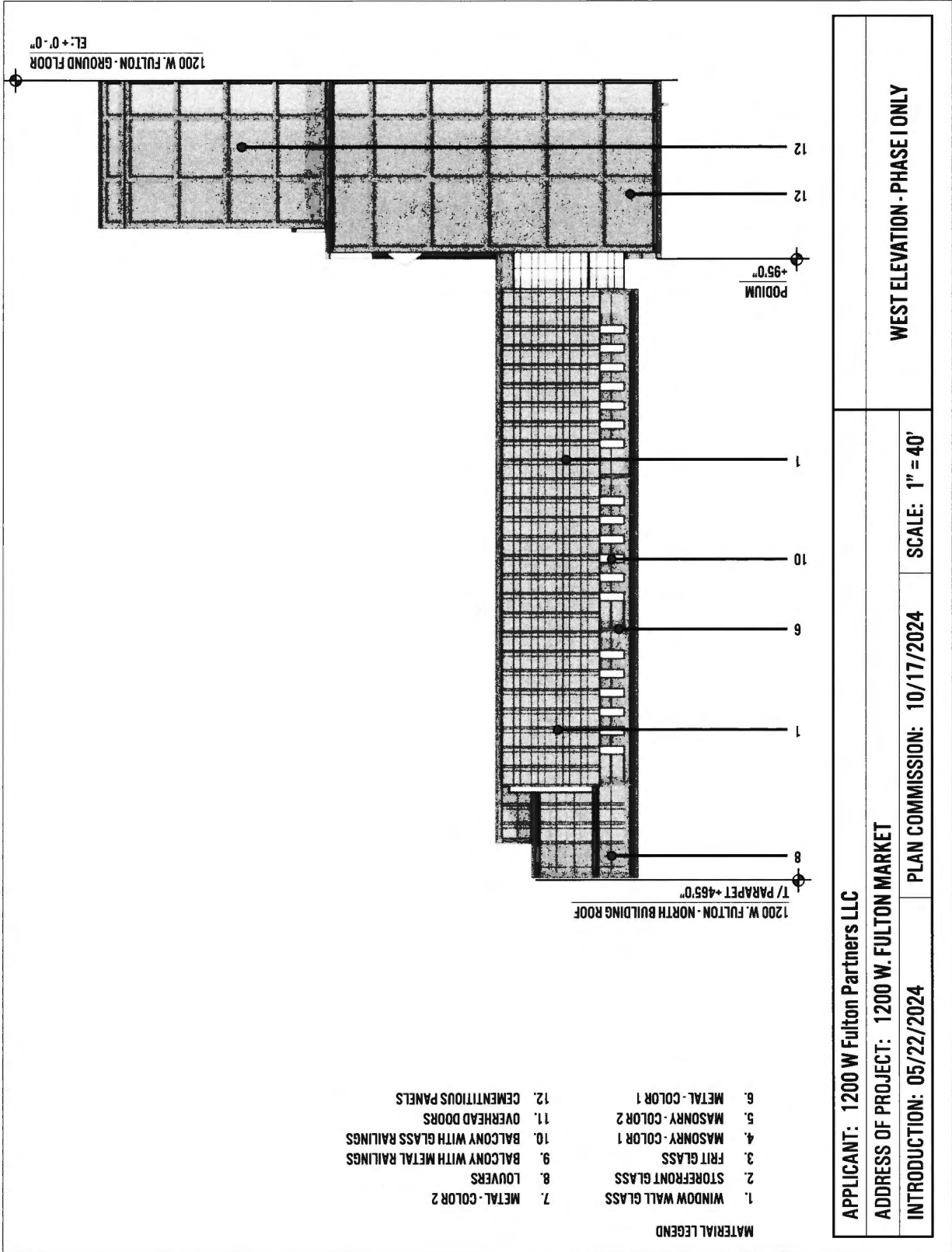
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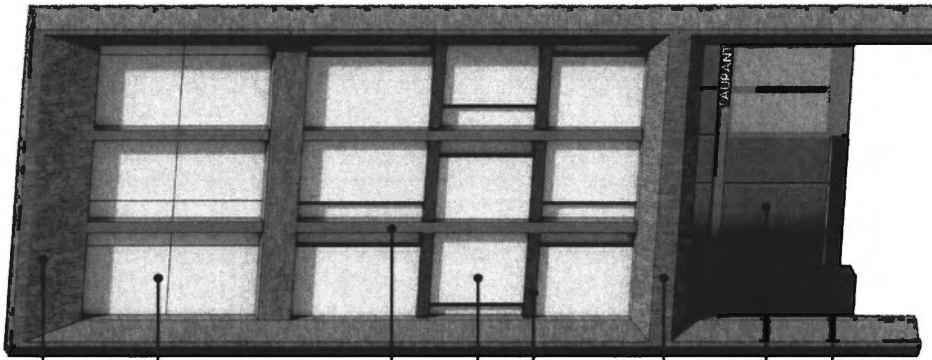
APPLICANT: 1200 W Fulton Partners LLC	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET	
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024
SCALE: 1" = 40'	
SOUTH ELEVATION - PHASE I ONLY	



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MATERIAL LEGEND

- 1. WINDOW WALL GLASS
- 2. STOREFRONT GLASS
- 3. FRIT GLASS
- 4. MASONRY - COLOR 1
- 5. MASONRY - COLOR 2
- 6. METAL - COLOR 1
- 7. METAL - COLOR 2
- 8. LOUVERS
- 9. BALCONY WITH METAL RAILINGS
- 10. BALCONY WITH GLASS RAILINGS
- 11. GRANITE BASE

4

1

6

3

6

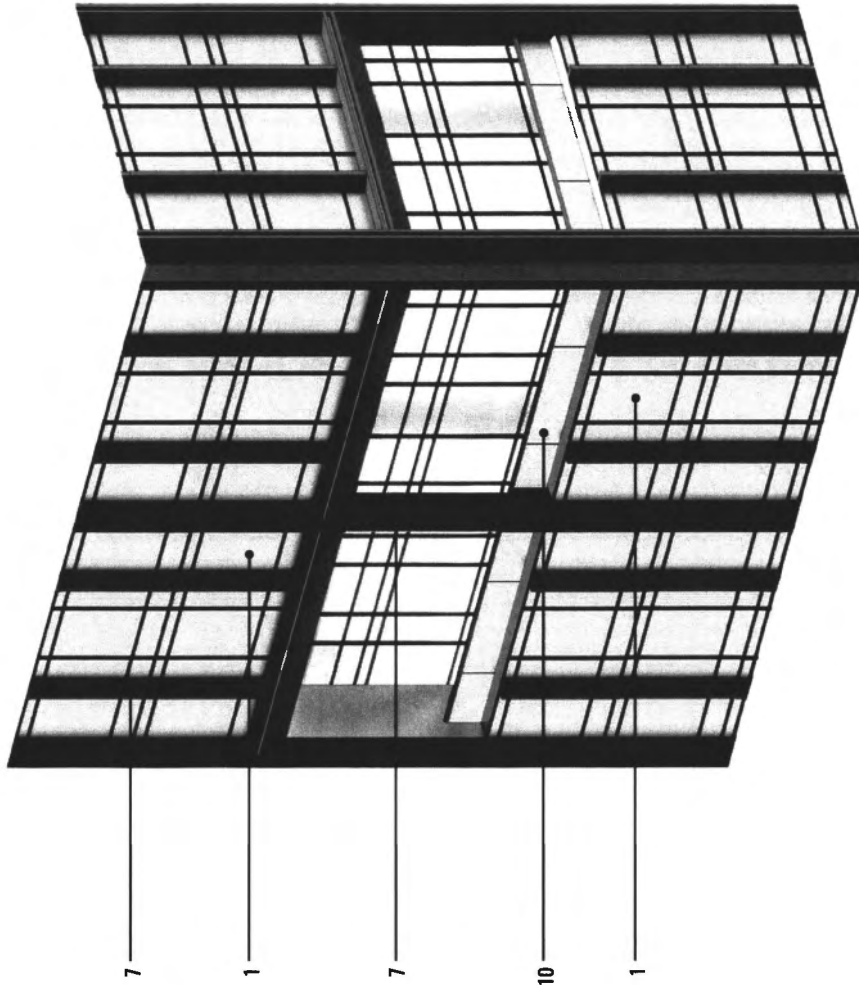
4

2

11

APPLICANT: 1200 W Fulton Partners LLC		AXON - BASE	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET			
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024	SCALE: N.T.S	

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MATERIAL LEGEND

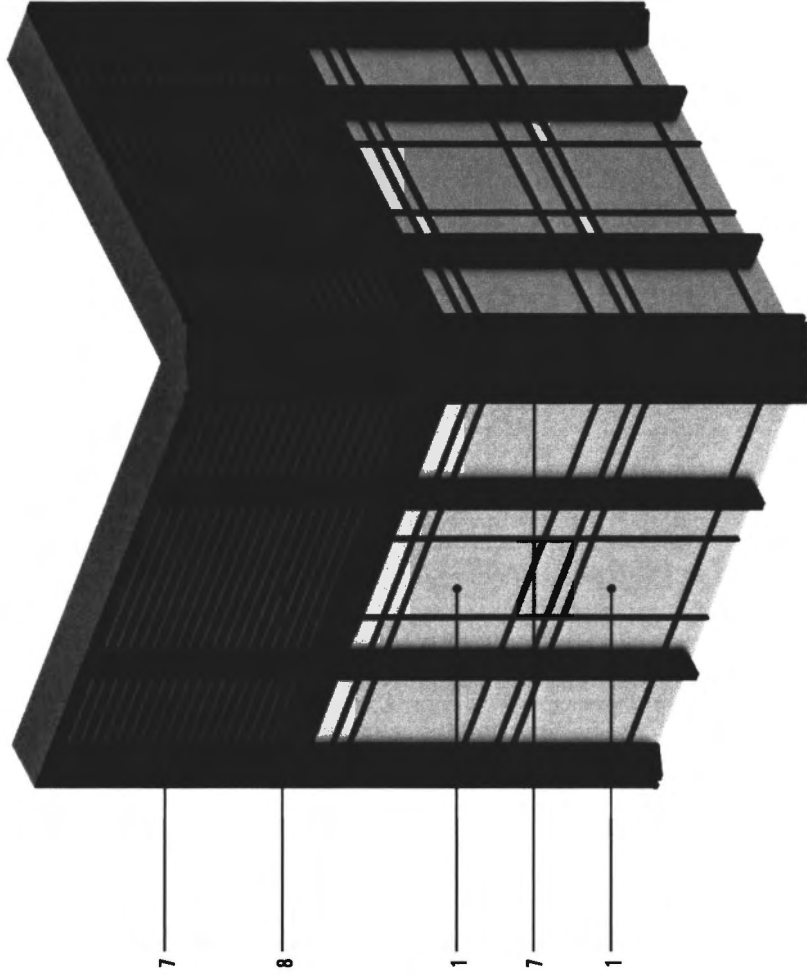
- 1. WINDOW WALL GLASS
- 2. STOREFRONT GLASS
- 3. FRIT GLASS
- 4. MASONRY - COLOR 1
- 5. MASONRY - COLOR 2
- 6. METAL - COLOR 1
- 7. METAL - COLOR 2
- 8. LOUVERS
- 9. BALCONY WITH METAL RAILINGS
- 10. BALCONY WITH GLASS RAILINGS
- 11. GRANITE BASE

APPLICANT: 1200 W Fulton Partners LLC		AXON - MIDDLE	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET		SCALE: N.T.S	
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024		

Final for Publication

MATERIAL LEGEND

- 1. WINDOW WALL GLASS
- 2. STOREFRONT GLASS
- 3. FRIT GLASS
- 4. MASONRY - COLOR 1
- 5. MASONRY - COLOR 2
- 6. METAL - COLOR 1
- 7. METAL - COLOR 2
- 8. LOUVERS
- 9. BALCONY WITH METAL RAILINGS
- 10. BALCONY WITH GLASS RAILINGS
- 11. GRANITE BASE



APPLICANT: 1200 W Fulton Partners LLC		AXON - TOP	
ADDRESS OF PROJECT: 1200 W. FULTON MARKET		SCALE: N.T.S	
INTRODUCTION: 05/22/2024	PLAN COMMISSION: 10/17/2024		

Reclassification Of Area Shown On Map No. 1-G.
(Application No. 22539T1)
(Common Address: 1228 W. Race Ave.)

[O2024-0012247]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 1-G in the area bounded by:

the alley next north of and parallel to West Race Avenue; a line 216 feet east of and parallel to North Elizabeth Street; West Race Avenue; and a line 192 feet east of and parallel to North Elizabeth Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Chicago Building Code Matrix; General Notes; Abbreviations and Legends; General Demolition Notes; Accessibility Notes and Details; Certified Corrections; Demo Plans; Construction Plans; Enlarged Stair and Sections; Reflected Ceiling Plan; Power Signal Plan; Partitions and Details; Framing Plan; and North, South, East and West Exterior Building Elevations attached to this ordinance printed on pages 19927 through 19942 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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NARRATIVE AND PLANS ATTACHMENT

TYPE 1 REZONING FROM B3-2 TO B2-3

Project Description

The property is improved with a three story mixed use building with two parking spaces. The applicant seeks to rezone to allow a residential dwelling unit on the ground floor converting the building from 2 dwelling units to three dwelling units. No commercial use is proposed and building height will remain at 34.6 feet.

Lot Area: 2088 sq ft

MLA: 696 sq ft

FAR: 1.75

Parking: 2 off street parking spaces

Setbacks:

- 32 feet from building to alley
- 3 feet from garage to alley
- 11.5 feet from curb to front of building

Building Height: 34'6"

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Compliance Statement

I hereby certify that these drawings were prepared under my supervision and to the best of my knowledge and belief they conform to the codes and regulations of the City of Chicago.

John Beaudin
001-0283864
Expires 11/30/24

Project Contacts

Philipp, AIA 630.338.0307
John Beaudin 630.871.7067
Sarah Beaudin 847.287.7180
Gary Beaudin

John Beaudin
www.beaudinarch.com
www.beaudinarch.com

Applicable Codes

106.0000 Building Code, Chicago Building Code
106.0100 Fire Code, Chicago Fire Code
106.0200 Electrical Code, Chicago Electrical Code
106.0300 Gas Code, Chicago Gas Code
106.0400 Mechanical Code, Chicago Mechanical Code
106.0500 Plumbing Code, Chicago Plumbing Code
106.0600 Safety Code, Chicago Safety Code
106.0700 Sign Code, Chicago Sign Code
106.0800 Trenching and Shoring Code, Chicago Trenching and Shoring Code
106.0900 Utility Code, Chicago Utility Code
106.1000 Wind Code, Chicago Wind Code
106.1100 Zoning Code, Chicago Zoning Code
106.1200 Other Codes, Chicago Other Codes

General Notes

The information on this drawing is based on the information provided by the contractor and is subject to the general conditions of this project.

All work shall be completed in accordance with the specifications and contract documents. Code requirements shall be followed unless otherwise noted.

Permitting fees shall be the responsibility of the owner. Major scale shall govern over small scale.

A complete, detailed and sequential project plan shall be provided by the General Contractor prior to the start of construction. The project plan shall include a site plan, utility plan, and foundation plan. The project plan shall be submitted to the contractor at least 14 days prior to the start of construction. The contractor shall identify any

Location Map

Project Location

Sheet List

Sheet Number	Sheet Name
1	Site Plan
2	Sub Level Express Plan
3	Level 1 Express Plan
4	Level 2 Express Plan
5	Level 3 Express Plan

Primary Scope

- Remove all existing walls, windows, doors, and partitions.
- Remove all existing stairs, elevators, and ramps.
- Remove all existing mechanical, electrical, and plumbing systems.
- Remove all existing finishes, including walls, floors, and ceilings.
- Remove all existing site work, including parking, landscaping, and site utilities.

1. Provide a complete and detailed project plan, including a site plan, utility plan, and foundation plan.

2. Provide a complete and detailed construction schedule, including a start and stop date for each activity.

3. Provide a complete and detailed budget, including a breakdown of costs for each activity.

4. Provide a complete and detailed risk management plan, including a list of potential risks and mitigation strategies.

5. Provide a complete and detailed communication plan, including a list of stakeholders and communication methods.

Project Details

FOUND P.K. MAIL 12'-0" FOOT NORTH OF ALLEY R&M=24.00' & ON LINE EXT.

FOUND P.K. MAIL 3'-00" SOUTH OF R&M=24.00' & ON LINE EXT.

FOUND P.K. MAIL 3'-00" SOUTH OF R&M=24.00' & ON LINE EXT.

FOUND P.K. MAIL 3'-00" SOUTH OF R&M=24.00' & ON LINE EXT.

FOUND P.K. MAIL 3'-00" SOUTH OF R&M=24.00' & ON LINE EXT.

Architect

BE ARCHITECTS

1234 N. LAUREL ST.
CHICAGO, IL 60610
312.555.1234

Client

Race House

1234 N. LAUREL ST. | Chicago, IL

Project No.

12345

Scale

C0.0

Final for Publication



ARCHITECTS
1035 W. Dear Ave. | Chicago, IL
312.467.1000
www.bee-architects.com



1035 W. Dear Ave | Chicago, IL

Race House

1035 W. Dear Ave | Chicago, IL

CHICAGO BUILDING CODE MAINT

Chicago Building Code Maint

C0.1

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1.2. ALL METALS, NETWORKS OF WIRE BALKS AND FINISHING OF CONSTRUCTION SYSTEMS (PARTITION, CEILING, WALLS, ETC.) SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR THE EXPECTED USE.

1.3. ALL EXISTING DOORS SHALL BE REPAIR OR REPLACE FROM THE EXISTING FRAME AND SET IN PLACE. ALL EXISTING DOORS SHALL BE REPAIR OR REPLACE FROM THE EXISTING FRAME AND SET IN PLACE.

1.4. ALL DRAWING SHEETS AND SPECIFICATIONS ARE TO BE PREPARED BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND MATERIALS.

1.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

1.6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

1.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

GENERAL NOTES

1.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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Project Information: Race House, 128 W. Race Ave., Chicago, IL. Architect: BEE ARCHITECTS.

1.16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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1.21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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DEMOLITION OF THE WORKMANSHIP CONTRACTOR:

- 1. CAREFULLY IDENTIFY LIMITS OF SELECTIVE DEMOLITION WORK TO BE REMOVED AND RESPONSIBLE FOR VERIFYING EXISTING UTILITY LOCATIONS & ASSOCIATED PLUMBING, ELECTRICAL, AND HVAC WORK.
- 2. CONTRACTOR SHALL NOTIFY ARCHITECT AND/OR OWNER OF ANY VIOLATIONS WHICH MAY AFFECT THE PROGRESS OF THE PROJECT AND SHALL BE RESPONSIBLE FOR VERIFYING EXISTING UTILITY LOCATIONS & ASSOCIATED PLUMBING, ELECTRICAL, AND HVAC WORK APPROVED IN COORDINATION WITH THE ARCHITECT.
- 3. ANY EXISTING AREAS, SURFACES, EQUIPMENT, ETC. TO REMAIN THAT BECOMES DAMAGED DUE TO THE DEMOLITION WORK SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTOR'S EXPENSE. DAMAGE TO THE STRUCTURE THAT IS DAMAGED DURING CONSTRUCTION MUST BE REPAIRED TO THE SATISFACTION OF THE OWNER.

DEMOLITION OF THE WORKMANSHIP CONTRACTOR:

- 4. ALL WORK IN THIS CONTRACT SHALL BE GUARANTEED AGAINST ANY DEFECTIVE MATERIALS OF WORKMANSHIP FOR THE LIFE OF THE BUILDING. DEFECTIVE MATERIALS OR WORKMANSHIP SHALL BE REPLACED AT NO COST TO THE OWNER.
- 5. ALL EXTERIOR FINISHES, CONDUIT, CEMENTS, CASING, ETC. ARE TO BE REMOVED & PROPERLY TERMINATED WHERE NECESSARY. ALL EXTERIOR FINISHES, CONDUIT, CEMENTS, CASING, ETC. ARE TO BE REMOVED & PROPERLY TERMINATED WHERE NECESSARY. ALL EXTERIOR FINISHES, CONDUIT, CEMENTS, CASING, ETC. ARE TO BE REMOVED & PROPERLY TERMINATED WHERE NECESSARY.

DEMOLITION OF THE WORKMANSHIP CONTRACTOR:

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DEMOLITION OF THE WORKMANSHIP CONTRACTOR:

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BEE ARCHITECTS
1234 N. LAKE AVENUE, SUITE 100
CHICAGO, IL 60610
TEL: (773) 555-1234
WWW.BEEARCHITECTS.COM



Professional Engineer
No. 123456789
State of Illinois
Expiration Date: 12/31/2024

Race House
1234 W. Lake Ave. | Chicago, IL

Contract No. 2024-001
Project No. 2024-001
Contractor: BEE ARCHITECTS

General Demolition - Make
C0.5

Final for Publication



Race House
1228 W. Belmont Ave | Chicago, IL

Project Address: 1228 W. Belmont Ave
City: Chicago, IL 60607
Project No: 2023-0001

Accessibility Notes and Details
C0.6

21. ALL MOBILE RAMPS REQUIRED BY IAC, PHA, AND ADA SHALL BE INSTALLED AT TIME OF INITIAL CONSTRUCTION.

22. THIS PROJECT SHALL COMPLY WITH THE MOST CURRENT RULES AND REGULATIONS PERTAINING TO CHAPTER 12-79 OF THE ILLINOIS ADMINISTRATIVE CODE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 12-79.010, 12-79.020, 12-79.030, 12-79.040, 12-79.050, 12-79.060, 12-79.070, 12-79.080, 12-79.090, 12-79.100, 12-79.110, 12-79.120, 12-79.130, 12-79.140, 12-79.150, 12-79.160, 12-79.170, 12-79.180, 12-79.190, 12-79.200, 12-79.210, 12-79.220, 12-79.230, 12-79.240, 12-79.250, 12-79.260, 12-79.270, 12-79.280, 12-79.290, 12-79.300, 12-79.310, 12-79.320, 12-79.330, 12-79.340, 12-79.350, 12-79.360, 12-79.370, 12-79.380, 12-79.390, 12-79.400, 12-79.410, 12-79.420, 12-79.430, 12-79.440, 12-79.450, 12-79.460, 12-79.470, 12-79.480, 12-79.490, 12-79.500, 12-79.510, 12-79.520, 12-79.530, 12-79.540, 12-79.550, 12-79.560, 12-79.570, 12-79.580, 12-79.590, 12-79.600, 12-79.610, 12-79.620, 12-79.630, 12-79.640, 12-79.650, 12-79.660, 12-79.670, 12-79.680, 12-79.690, 12-79.700, 12-79.710, 12-79.720, 12-79.730, 12-79.740, 12-79.750, 12-79.760, 12-79.770, 12-79.780, 12-79.790, 12-79.800, 12-79.810, 12-79.820, 12-79.830, 12-79.840, 12-79.850, 12-79.860, 12-79.870, 12-79.880, 12-79.890, 12-79.900, 12-79.910, 12-79.920, 12-79.930, 12-79.940, 12-79.950, 12-79.960, 12-79.970, 12-79.980, 12-79.990, 12-79.1000.

23. ALL RISERS AND LANDINGS IN ALL TYPE A UNITS TO HAVE PROTECTION AT TIME OF INITIAL CONSTRUCTION.

24. PROVIDE LEVER-OPERATED FAUCET HANDLES FOR ALL SINKS, SHOWERS, AND LAVATORIES IN ALL TYPE A UNITS.

25. ALL PUBLIC DRINKING FOUNTAINS TO BE KIOSK-TYPE.

26. ALL PUBLIC DRINKING FOUNTAINS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS, NOT IN CONTACT WITH THERMAL CONTROL DEVICES AND OTHER ENVIRONMENTAL CONTROLS IN ACCESSIBLE LOCATIONS AT ACCESSIBLE HEIGHTS.

27. REINFORCED WALLS IN BATHROOMS FOR LATER INSTALLATION OF SHOWER AND BATHROOMS.

28. PROVIDE REINFORCED WALLS IN BATHROOMS FOR LATER INSTALLATION OF SHOWER AND BATHROOMS.

29. PROVIDE REINFORCED WALLS IN BATHROOMS FOR LATER INSTALLATION OF SHOWER AND BATHROOMS.

30. PROVIDE REINFORCED WALLS IN BATHROOMS FOR LATER INSTALLATION OF SHOWER AND BATHROOMS.

31. WATER CLOSET FLUSH CONTROLS ON TYPE A UNITS ARE TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS OF THE WC, AND FROM THE MAIN GATE FROM THE "OPEN" SIDE OF THE UNIT.

32. KITCHEN CLOSET FLUSH CONTROLS ON TYPE A UNITS ARE TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS OF THE WC, AND FROM THE MAIN GATE FROM THE "OPEN" SIDE OF THE UNIT.

33. KITCHEN CLOSET FLUSH CONTROLS ON TYPE A UNITS ARE TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS OF THE WC, AND FROM THE MAIN GATE FROM THE "OPEN" SIDE OF THE UNIT.

34. KITCHEN CLOSET FLUSH CONTROLS ON TYPE A UNITS ARE TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS OF THE WC, AND FROM THE MAIN GATE FROM THE "OPEN" SIDE OF THE UNIT.

35. KITCHEN CLOSET FLUSH CONTROLS ON TYPE A UNITS ARE TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS OF THE WC, AND FROM THE MAIN GATE FROM THE "OPEN" SIDE OF THE UNIT.

36. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

37. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

38. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

39. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

40. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

41. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

42. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

43. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

44. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

45. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

46. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

47. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

48. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

49. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

50. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

51. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

52. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

53. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

54. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

55. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

56. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

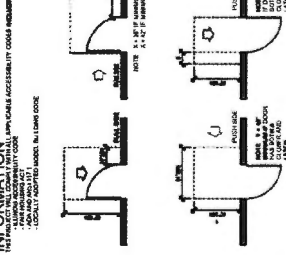
57. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

58. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

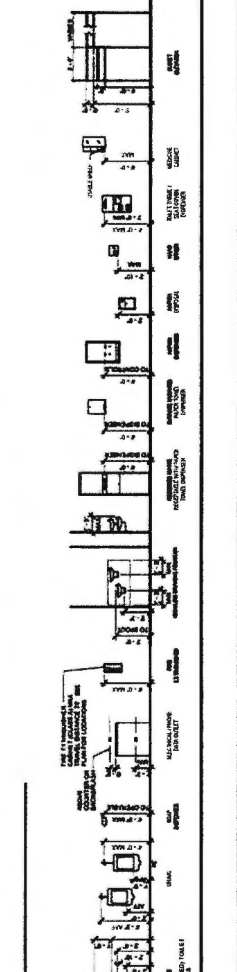
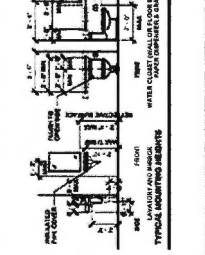
59. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

60. ALL DOORS LEADING INTO HAZARDOUS ROOMS TO BE LOCATED WITHIN REACH AND RANGE REQUIREMENTS.

COMMON AREA ACCESSIBILITY





MANIPULATING CLEARANCES FOR ALL DOORS



Accessibility Notes and Details

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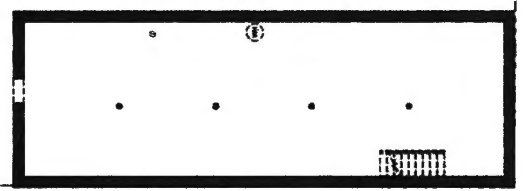
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- Construction Details Legend**
- EXISTING CONSTRUCTION TO REMAIN
 - EXISTING CONSTRUCTION TO BE REMOVED
 - PROPOSED CONSTRUCTION

- Construction Notes**
1. All construction shall be in accordance with the latest edition of the International Building Code (IBC) and all applicable local codes.
 2. All construction shall be in accordance with the latest edition of the International Mechanical Code (IMC) and all applicable local codes.
 3. All construction shall be in accordance with the latest edition of the International Fire Code (IFC) and all applicable local codes.
 4. All construction shall be in accordance with the latest edition of the International Energy Conservation Code (IECC) and all applicable local codes.
 5. All construction shall be in accordance with the latest edition of the International Plumbing Code (IPC) and all applicable local codes.
 6. All construction shall be in accordance with the latest edition of the International Electrical Code (IEC) and all applicable local codes.
 7. All construction shall be in accordance with the latest edition of the International Fire and Safety Code (IFSC) and all applicable local codes.
 8. All construction shall be in accordance with the latest edition of the International Fire and Safety Code (IFSC) and all applicable local codes.

Definition Key Notes

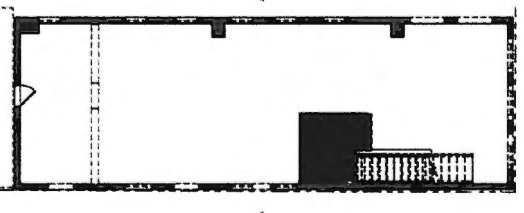
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2	75%
3	50%
4	25%
5	10%



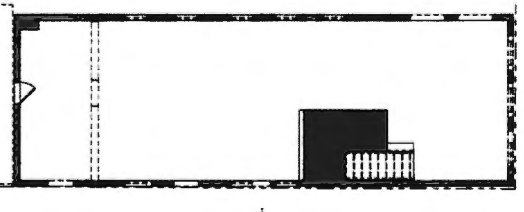
2 Level 1, Demo
DATE: 10/11/24



3 Level 2, Demo
DATE: 10/11/24



4 Level 3, Demo
DATE: 10/11/24



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 1234 N. Dearborn Ave | Chicago, IL
 PROJECT NO.: 2024-001
 DATE: 10/11/24
 DRAWING NO.: 101-1001
 SHEET NO.: 101-1001-01
 DESIGNER: [Name]
 CHECKER: [Name]
 DATE: 10/11/24
 DRAWING TITLE: Demo Plan
 SCALE: A0.1

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Scale: 1/8" = 1'-0"

Sheet No. A1.0

Material Legend

Symbol	Description
[Symbol]	CONCRETE
[Symbol]	STEEL
[Symbol]	WOOD
[Symbol]	GLASS
[Symbol]	MECHANICAL
[Symbol]	ELECTRICAL

Structural Schedule

Item	Qty	Unit	Material	Notes
1.00	1	EA	CONCRETE	...
2.00	1	EA	STEEL	...
3.00	1	EA	WOOD	...
4.00	1	EA	GLASS	...
5.00	1	EA	MECHANICAL	...
6.00	1	EA	ELECTRICAL	...

Structural Schedule

Item	Qty	Unit	Material	Notes
7.00	1	EA	CONCRETE	...
8.00	1	EA	STEEL	...
9.00	1	EA	WOOD	...
10.00	1	EA	GLASS	...
11.00	1	EA	MECHANICAL	...
12.00	1	EA	ELECTRICAL	...

Structural Schedule

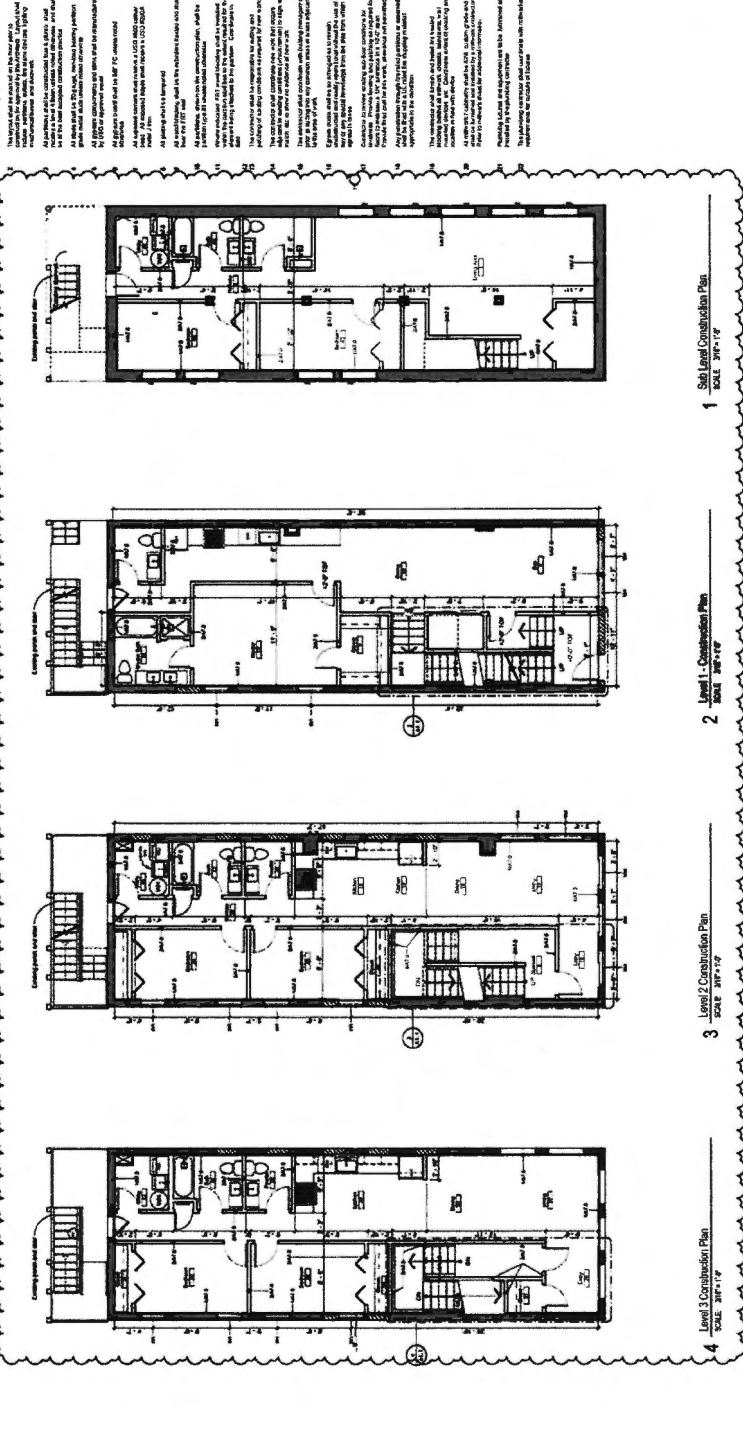
Item	Qty	Unit	Material	Notes
13.00	1	EA	CONCRETE	...
14.00	1	EA	STEEL	...
15.00	1	EA	WOOD	...
16.00	1	EA	GLASS	...
17.00	1	EA	MECHANICAL	...
18.00	1	EA	ELECTRICAL	...

Structural Schedule

Item	Qty	Unit	Material	Notes
19.00	1	EA	CONCRETE	...
20.00	1	EA	STEEL	...
21.00	1	EA	WOOD	...
22.00	1	EA	GLASS	...
23.00	1	EA	MECHANICAL	...
24.00	1	EA	ELECTRICAL	...

Structural Schedule

Item	Qty	Unit	Material	Notes
25.00	1	EA	CONCRETE	...
26.00	1	EA	STEEL	...
27.00	1	EA	WOOD	...
28.00	1	EA	GLASS	...
29.00	1	EA	MECHANICAL	...
30.00	1	EA	ELECTRICAL	...



1 Slat Layer Construction Plan
 SCALE: 3/8" = 1'-0"

2 Level 1 - Construction Plan
 SCALE: 3/8" = 1'-0"

3 Level 2 - Construction Plan
 SCALE: 3/8" = 1'-0"

4 Level 3 - Construction Plan
 SCALE: 3/8" = 1'-0"

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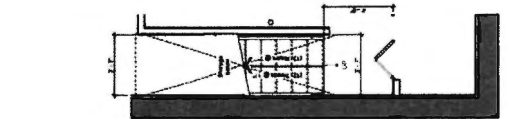
Race House

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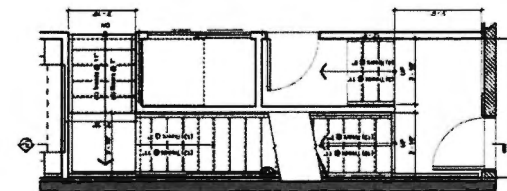
Architect: BEE ARCHITECTS
Date: 10/30/2024
Sheet No: A1.1
Scale: As Shown

Engaged Stair Plan & Section

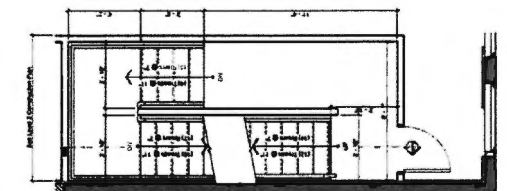
A1.1



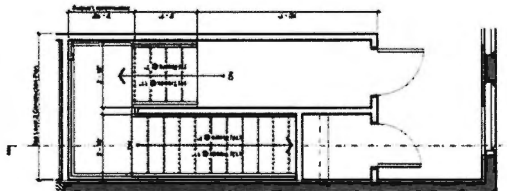
1 Engaged Stair Plan - Level 1
SCALE: 3/8" = 1'-0"



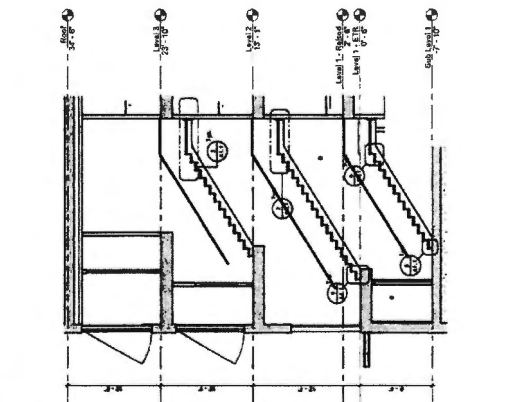
2 Engaged Stair Plan - Level 2
SCALE: 3/8" = 1'-0"



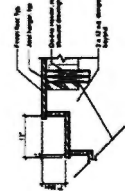
3 Engaged Stair Plan - Level 3
SCALE: 3/8" = 1'-0"



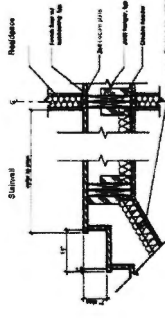
4 Engaged Stair Plan - Level 4
SCALE: 3/8" = 1'-0"



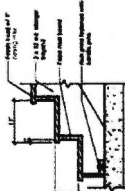
5 Stair Section
SCALE: 3/8" = 1'-0"



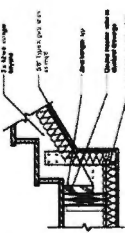
6 Stair Detail @ Basement T/A Landing
SCALE: 1/4" = 1'-0"



7 Stair Detail @ Landing - Up
SCALE: 1/4" = 1'-0"



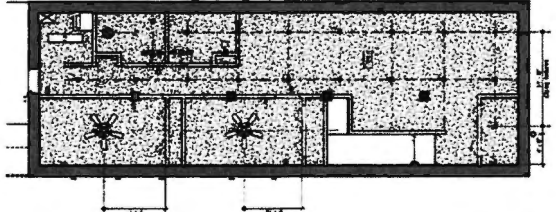
8 Stair Detail @ Basement Floor
SCALE: 1/4" = 1'-0"



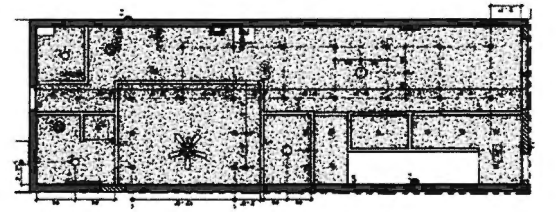
9 Stair Detail @ Entry Vestibule
SCALE: 1/4" = 1'-0"

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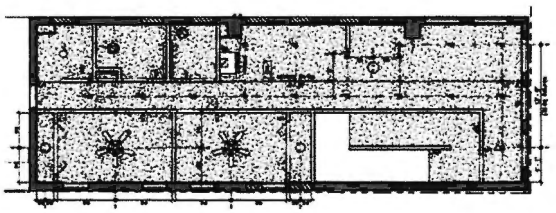
- 1. All lighting fixtures shall be recessed into the ceiling.
- 2. All lighting fixtures shall be dimmable.
- 3. All lighting fixtures shall be energy efficient.
- 4. All lighting fixtures shall be approved by the manufacturer.
- 5. All lighting fixtures shall be approved by the manufacturer.
- 6. All lighting fixtures shall be approved by the manufacturer.
- 7. All lighting fixtures shall be approved by the manufacturer.
- 8. All lighting fixtures shall be approved by the manufacturer.
- 9. All lighting fixtures shall be approved by the manufacturer.
- 10. All lighting fixtures shall be approved by the manufacturer.
- 11. All lighting fixtures shall be approved by the manufacturer.
- 12. All lighting fixtures shall be approved by the manufacturer.



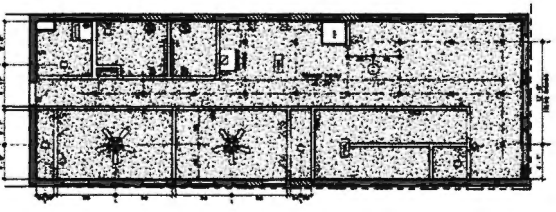
1 Sub Level Ceiling Plan
SCALE: 1/8" = 1'-0"



2 Level 1 Ceiling Plan
SCALE: 1/8" = 1'-0"



3 Level 2 Ceiling Plan
SCALE: 1/8" = 1'-0"



4 Level 3 Ceiling Plan
SCALE: 1/8" = 1'-0"



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Project No. 2024-001

Sheet No. 001

Scale: 1/8" = 1'-0"

North Arrow

Reflected Ceiling Plan

A2.0

CEILING SCHEDULE	
Symbol	Description
1	Sub Level Ceiling
2	Level 1 Ceiling
3	Level 2 Ceiling
4	Level 3 Ceiling

LIGHTING FIXTURE SCHEDULE	
Symbol	Description
1	Recessed LED Downlight
2	Recessed LED Downlight
3	Recessed LED Downlight
4	Recessed LED Downlight

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Project: Race House
 Architect: B E ARCHITECTS
 Date: 10/30/2024
 Project: Race House
 Architect: B E ARCHITECTS
 Date: 10/30/2024

A3.0

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE CHICAGO BUILDING DEPARTMENT (CBD) REGULATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CBD AND OTHER AFFECTING AGENCIES.

3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CBD.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND THE CBD.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CHICAGO BUILDING DEPARTMENT (CBD) REGULATIONS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CBD AND OTHER AFFECTING AGENCIES.

9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CBD.

10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

11. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND THE CBD.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

13. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CHICAGO BUILDING DEPARTMENT (CBD) REGULATIONS.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CBD AND OTHER AFFECTING AGENCIES.

15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CBD.

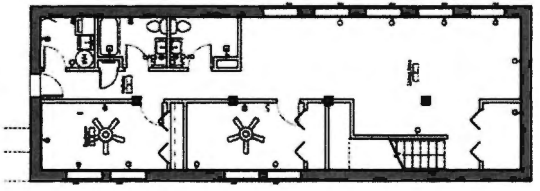
16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

17. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND THE CBD.

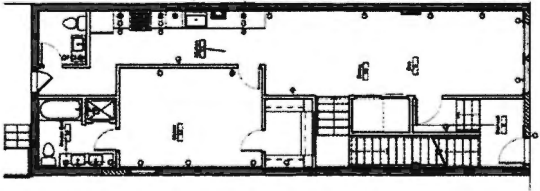
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

19. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CHICAGO BUILDING DEPARTMENT (CBD) REGULATIONS.

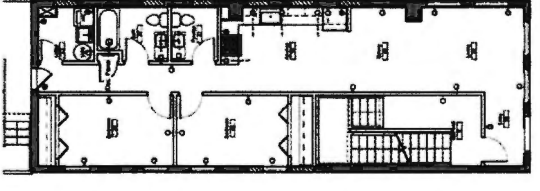
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CBD AND OTHER AFFECTING AGENCIES.



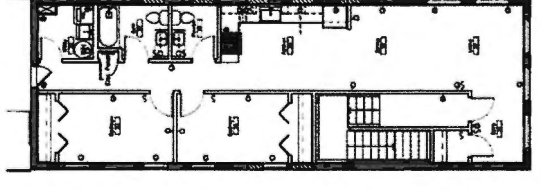
1 Sub Level 1
DATE: 10/30/24



2 Level 1
DATE: 10/30/24

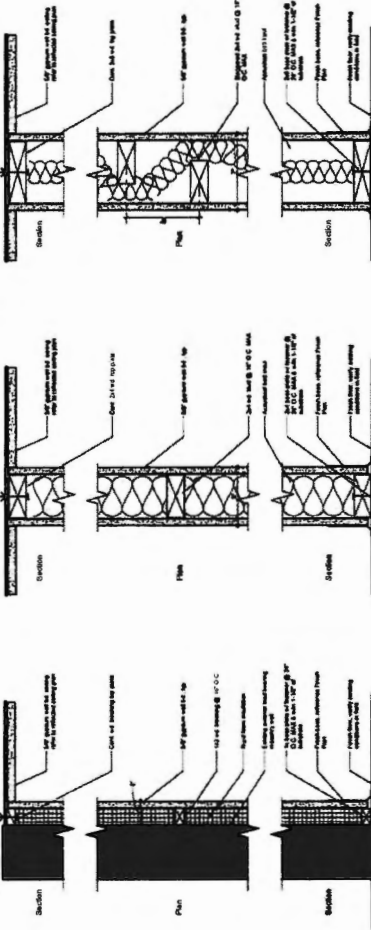


3 Level 2
DATE: 10/30/24

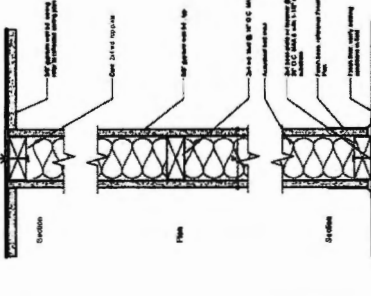


4 Level 3
DATE: 10/30/24

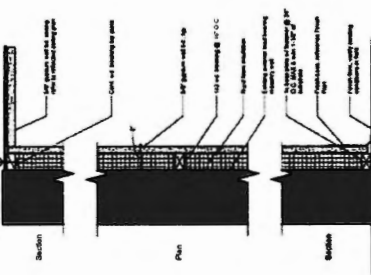
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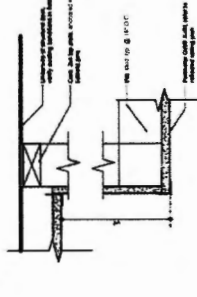
1 Full Height Exterior Wall Finishing - UL-GA WP3371
SCALE: 3/16"



2 Full Height Interior Partition - UL-GA WP3371
SCALE: 3/16"



3 Full Height Interior Partition - UL-GA WP3371
SCALE: 3/16"



4 ACT / GMB SHW / AL
SCALE: 3/16"

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Project No. 2019-0001
Date: 10/30/2024
Partitions & Details
Sheet: **A7.0**

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Notes:

1. Refer to the General Notes on the preceding sheets.
2. All dimensions are in feet and inches.
3. All work shall be in accordance with the latest editions of the Building Code of Chicago and the International Building Code.
4. The contractor shall be responsible for obtaining all necessary permits and approvals.
5. The contractor shall maintain access to all existing utilities.
6. The contractor shall be responsible for the protection of all existing structures and utilities.
7. The contractor shall be responsible for the removal and disposal of all debris.
8. The contractor shall be responsible for the installation of all fire and life safety devices.
9. The contractor shall be responsible for the installation of all energy-efficient lighting and fixtures.
10. The contractor shall be responsible for the installation of all energy-efficient windows and doors.
11. The contractor shall be responsible for the installation of all energy-efficient HVAC systems.
12. The contractor shall be responsible for the installation of all energy-efficient water heating and cooling systems.
13. The contractor shall be responsible for the installation of all energy-efficient plumbing fixtures.
14. The contractor shall be responsible for the installation of all energy-efficient electrical systems.
15. The contractor shall be responsible for the installation of all energy-efficient communication systems.
16. The contractor shall be responsible for the installation of all energy-efficient security systems.
17. The contractor shall be responsible for the installation of all energy-efficient fire and life safety systems.
18. The contractor shall be responsible for the installation of all energy-efficient accessibility features.
19. The contractor shall be responsible for the installation of all energy-efficient sustainability features.
20. The contractor shall be responsible for the installation of all energy-efficient smart building features.

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Level 3 Construction Plan Copy 1

SCALE: 3/8" = 1'-0"

Level 2 Framing Plan

SCALE: 3/8" = 1'-0"

Level 1 Framing Plan

SCALE: 3/8" = 1'-0"

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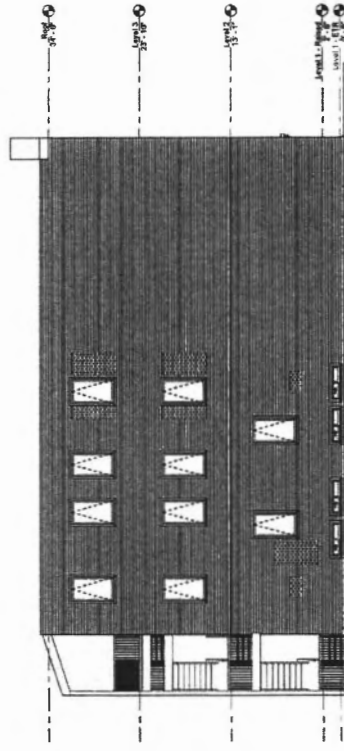
Project No. RA-2024-001

Sheet No. A1.2

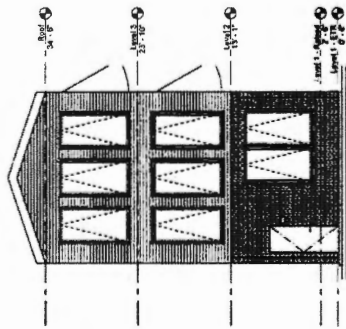
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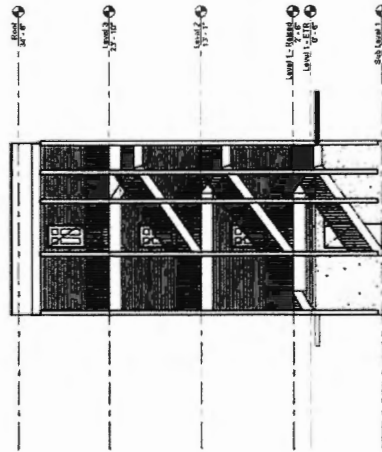
2 East Exterior Elevation
Scale: 3/8" = 1'-0"



4 West Exterior Elevation
Scale: 3/8" = 1'-0"



1 South Exterior Elevation
Scale: 3/8" = 1'-0"



3 North Exterior Elevation
Scale: 3/8" = 1'-0"



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Race House

1225 W. Roosevelt Road | Chicago, IL

DATE: 10/30/24
PROJECT NO.:
SHEET NO.:
ELEVATIONS

A6.0

Reclassification Of Area Shown On Map No. 1-I.

(Application No. 22552)

(Common Address: 2678 W. Washington Blvd.)

[O2024-0012507]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 1-I in the area bounded by:

West Maypole Avenue; a line 392.1 feet west of and parallel to North Talman Avenue; a line 110 feet south of and parallel to West Maypole Avenue; a line 376.1 feet west of and parallel to North Talman Avenue; West Washington Boulevard; and a line 530.36 feet west of and parallel to North Talman Avenue,

to those of the B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

—

Reclassification Of Area Shown On Map No. 2-F.

(Application No. 22540)

(Common Address: 208 S. LaSalle St.)

[O2024-0012320]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance, is amended by changing all the Business Planned Development Number 291 symbols and indications as shown on Map Number 2-F in the area bounded by:

West Adams Street; South LaSalle Street; a line 185.94 feet south of and parallel to West Adams Street; and South Wells Street,

to those of the DC-16 Downtown Core District.

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

Reclassification Of Area Shown On Map No. 2-G.
(As Amended)
(Application No. 22553T1)
(Common Address: 1220 W. VanBuren St.)

[SO2024-0012508]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the DS-5 Downtown Service District symbols and indications shown on Map Number 2-G in the area bounded by:

West Gladys Avenue; a line 128 feet west of South Racine Avenue, as measured along the south line of West Gladys Avenue and perpendicular thereto; West Van Buren Street; and a line 244.6 feet west of South Racine Avenue, as measured along the north line of West Van Buren Street and perpendicular thereto,

to those of a DR-5 Downtown Residential District.

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

[Site Plan; TOD Diagram; 1st Floor and Lower-Level Plan;
2nd Floor Plan; Typical Floor Plans -- Floor 3 through
7; Roof Deck Plan; and North, South, East and
West Building Elevations attached to this
ordinance printed on pages 19946
through 19955 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, Analysis and Plans

1220 West Van Buren Street DS-5 District to DR-5 District

Base 3 Development Inc. is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1220 West Van Buren Street from the DS-5 Downtown Service District to the DR-5 Downtown Residential District to allow the adaptive reuse and conversion of the existing 8-story commercial building to a multi-unit residential building.

The site is bounded by a West Gladys Street to the north, commercial property on the east, West Van Buren Street on the south, and an existing multi-unit residential building on the west. The subject property consists of approximately 19,330.8 square feet of site area and is improved with an over 100-year-old manufacturing building. The property is a transit-served location based on proximity within to the Harrison Street bus corridor and the Racine CTA station entrance.

The Applicant proposes to complete a historic rehabilitation of the building, including the addition of 112 residential units. The building envelope will remain unchanged except with respect to the expansion of the existing 8th floor penthouse to create a residential amenity space. The existing, legal nonconforming FAR is 5.93 and will be reduced to 5.6. The property currently has no vehicular parking spaces. The Applicant proposes to add 24 new vehicular parking spaces, one loading space, and 112 bicycle parking spaces within the existing building. The project will involve enhancements to parkway landscaping as reflected on the site plan.

Floor Area and Floor Area Ratio

Lot Area:	19,330.8 square feet
Total Building Area:	108,100 square feet
FAR:	5.6
	<i>* Existing nonconforming floor area to be retained</i>

Number of Residential Units

Dwelling Units:	65
Efficiency Units:	47
Density (Lot Area Per Unit):	172 sf

Parking and Loading

Vehicular Parking:	24 spaces <i>*Transit-served location parking reduction requested</i>
Bicycle Parking:	112 spaces
Loading:	1 space (10'x25')

Setbacks

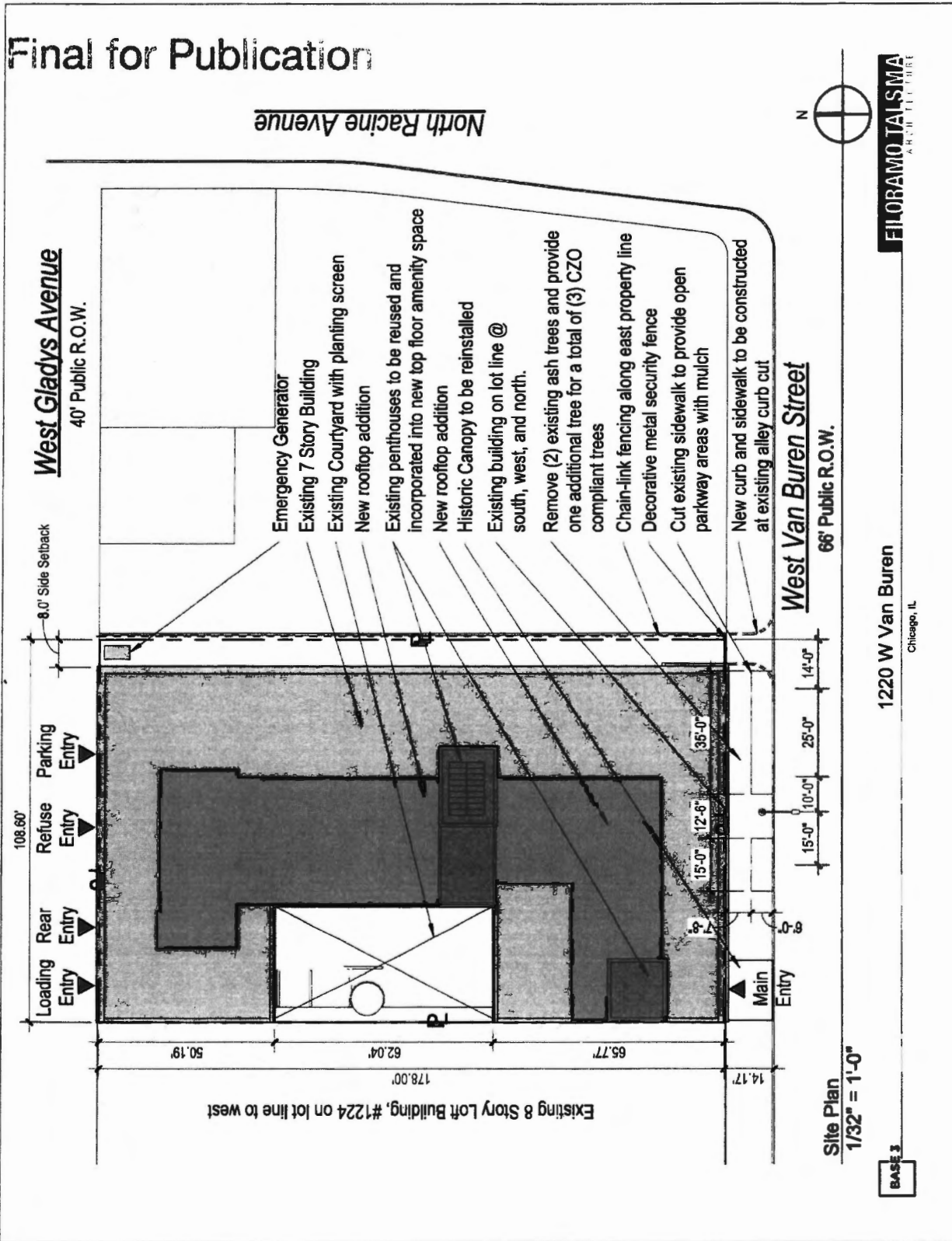
Front (South):	0 feet** (variation requested)
Rear (North):	0 feet** (variation requested)
Side (East):	8 feet
Side (West):	0 feet
	<i>*All existing setbacks will be maintained</i>

Building Height:

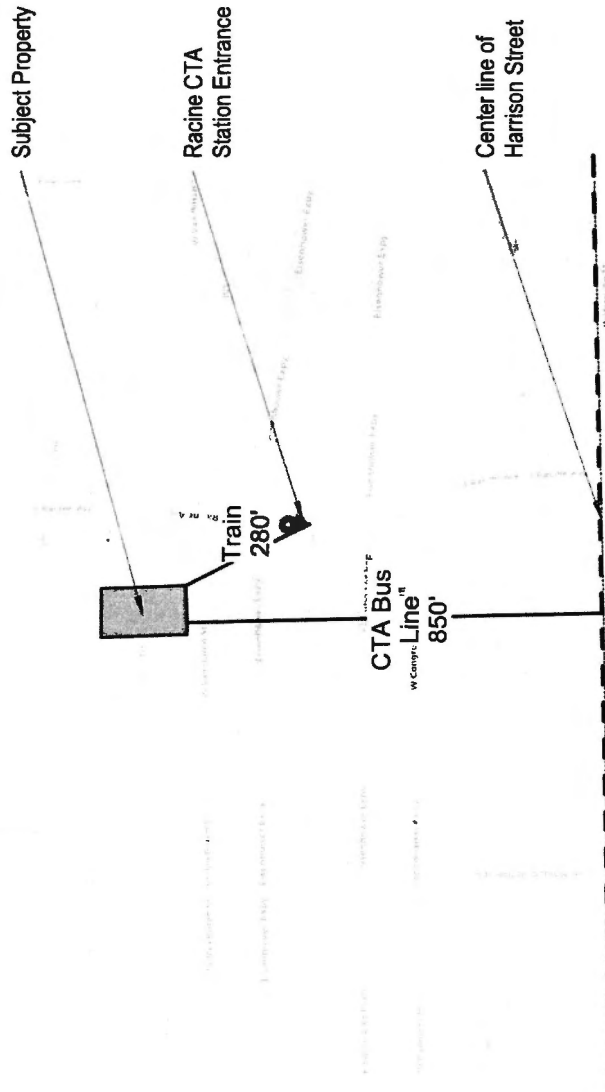
94 feet

**** Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, as part of this Type 1 Zoning Map Amendment, the Applicant seeks (1) an optional administrative adjustment under Section 17-13-1003-EE for a 100% parking reduction in a transit-served location to reduce the required parking to twenty-four parking spaces; and (2) an optional variation to reduce the minimum required front and rear setbacks to zero feet to legalize the existing building footprint.**

Final for Publication



Final for Publication



TOD Diagram
1" = 300'-0"

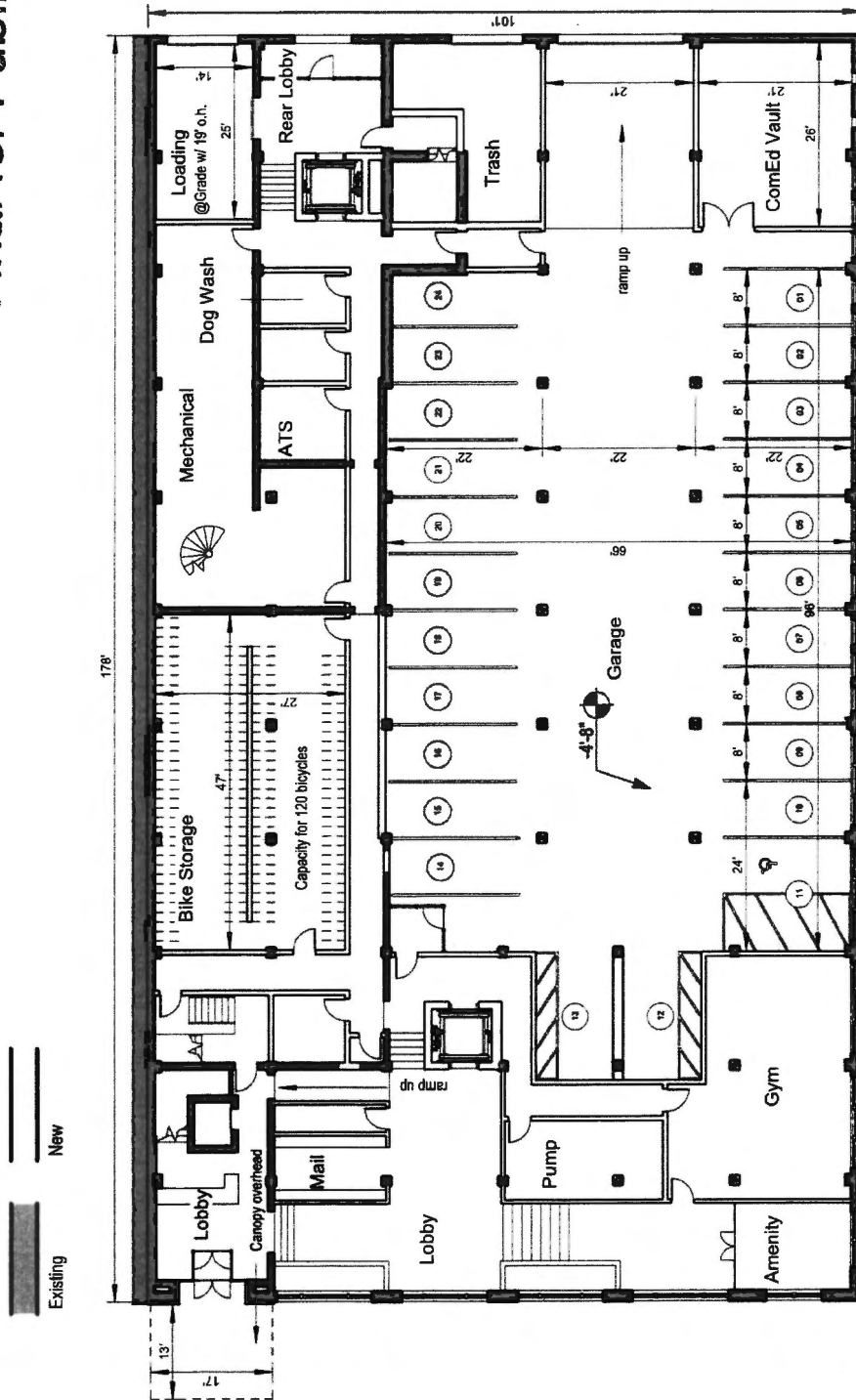
1220 W Van Buren

Chicago, IL

FILORAMONTALSMA
ARCHITECTURE

BASE 3

Final for Publication



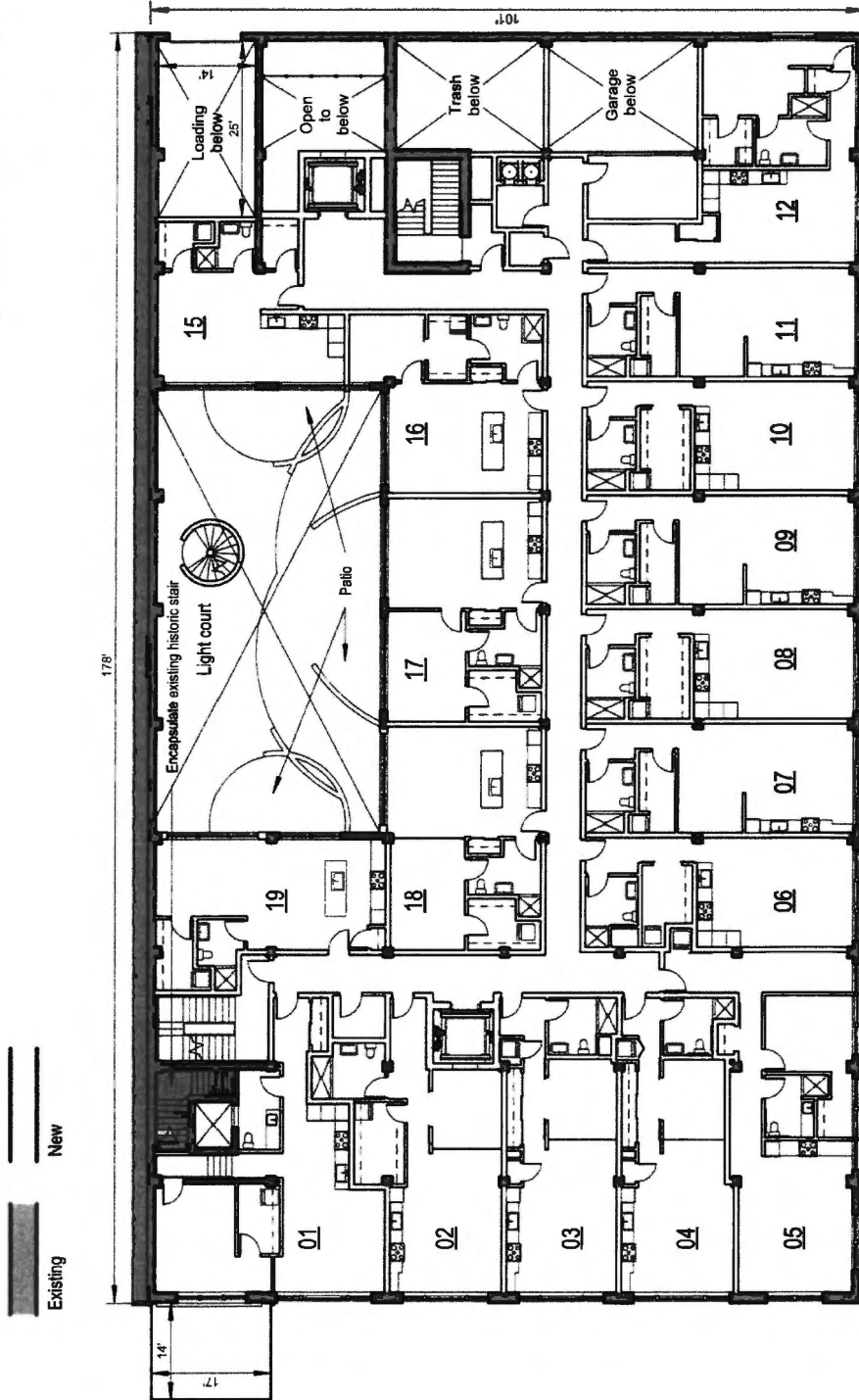
1st Floor and Lower Level Plan
 1" = 20'-0"

FILORAMONTALSMA
 ARCHITECTURE

1220 W Van Buren
 Chicago, IL

BASE 3

Final for Publication



2nd Floor Plan
1" = 20'-0"

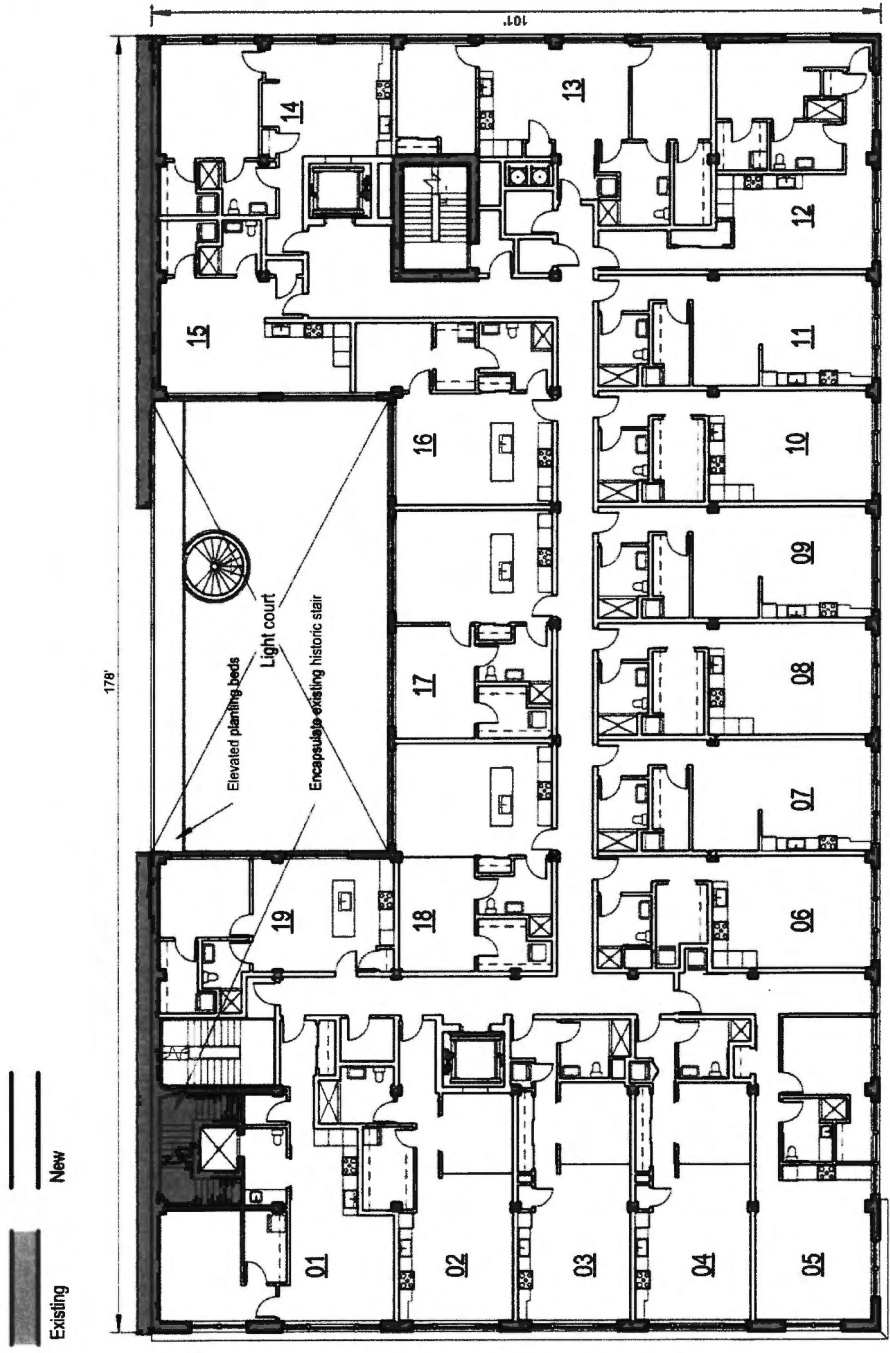
FILORAMOTA | SMA
ARCHITECTURE

1220 W Van Buren

Chicago, IL

BASE 3

Final for Publication



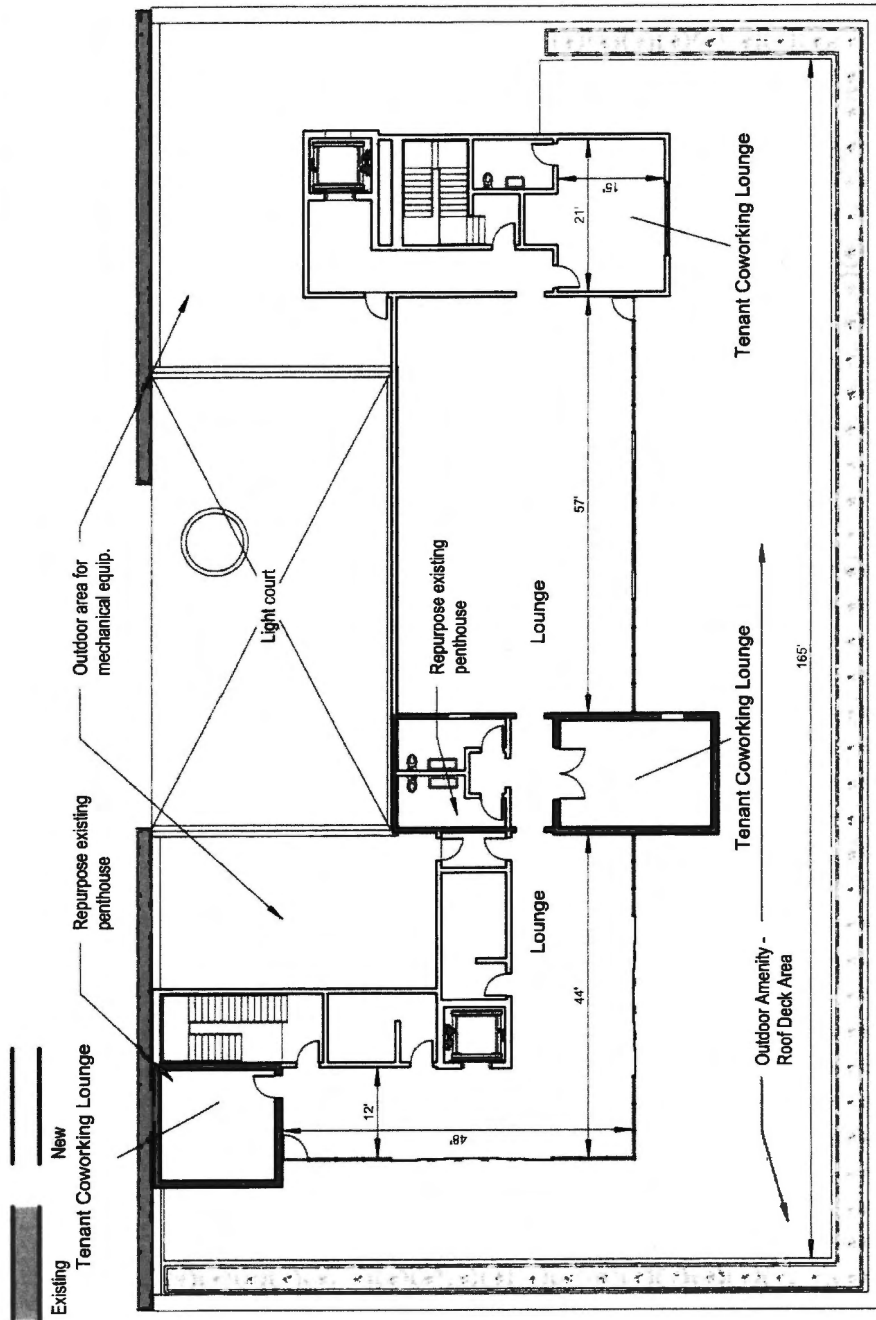
Typical Floor Plan - Floors 3 through 7
 1" = 20'-0"

FILORAMOTA | SMA
 ARCHITECTS

1220 W Van Buren
 Chicago, IL

BASE 3

Final for Publication



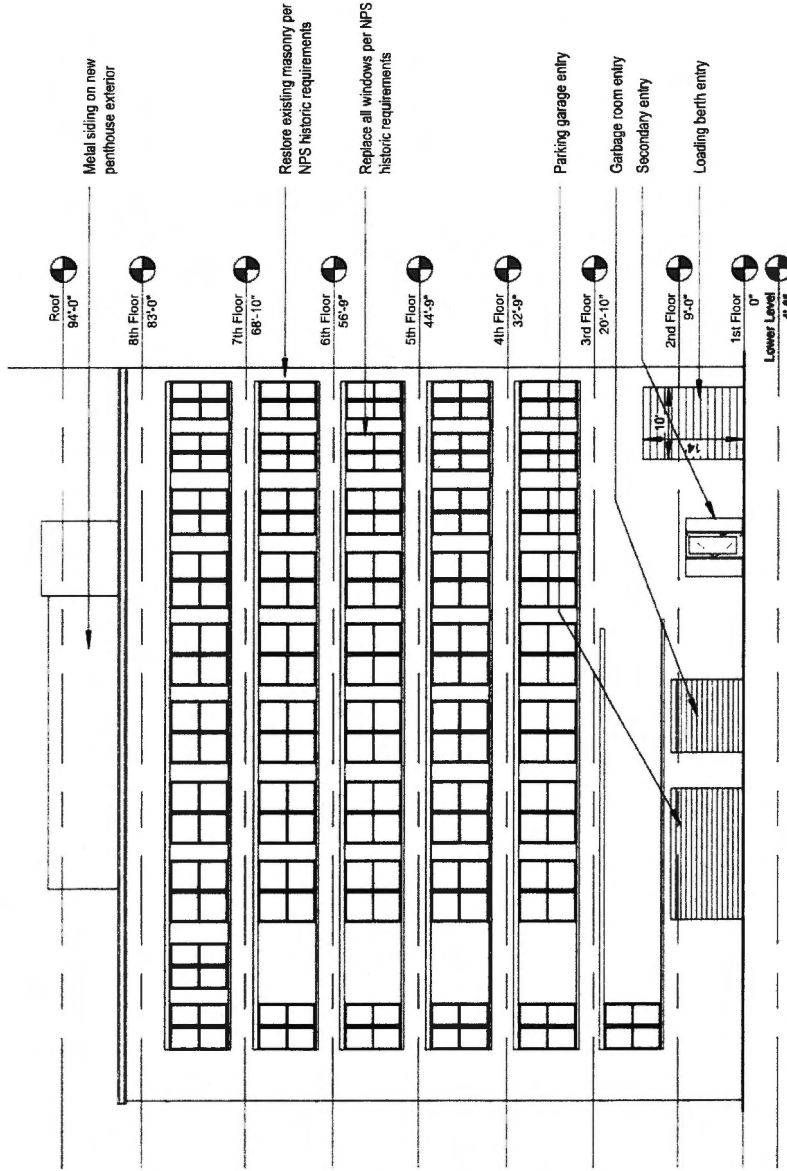
Roof Deck Plan
 1" = 20'-0"

FILORAMONTALSMA
 ARCHITECTS P.C.

1220 W Van Buren
 Chicago, IL

BASE 3

Final for Publication



FILORAMO TALSMAN

1220 W Van Buren

Chicago, IL

BASE 3

Final for Publication

Existing masonry penthouse
Storefront glazing

New amenity floor beyond

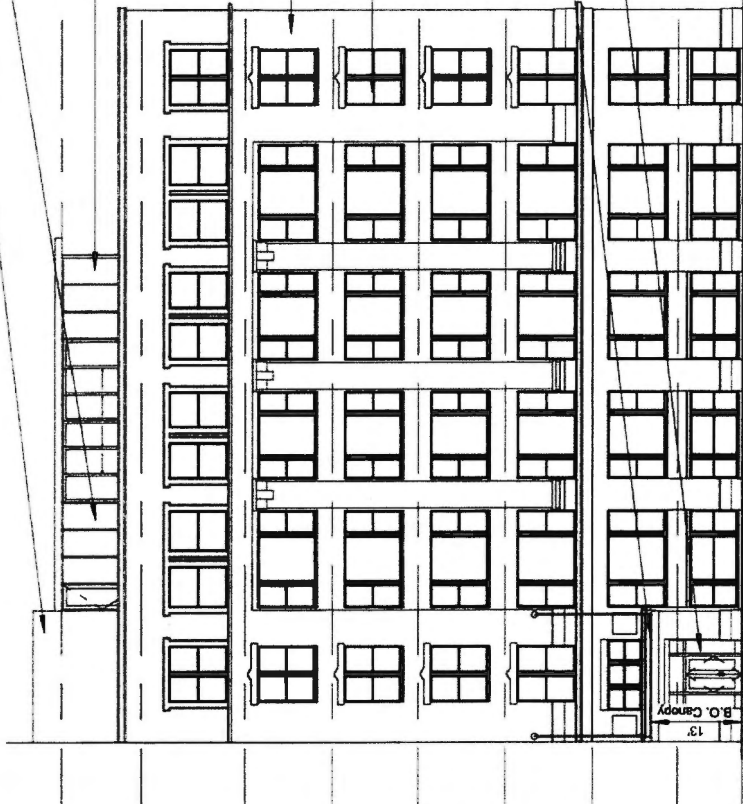
Restore existing masonry per
NPS historic requirements

Replace all windows per NPS
historic requirements

Restore historic canopy

Restore original entry

- Road 84'-0"
- 8th Floor 83'-0"
- 7th Floor 88'-10"
- 6th Floor 56'-9"
- 5th Floor 44'-9"
- 4th Floor 32'-9"
- 3rd Floor 20'-10"
- 2nd Floor 9'-0"
- 1st Floor 0"
- Lower Level -4'-8"



South Elevation
1" = 20'-0"

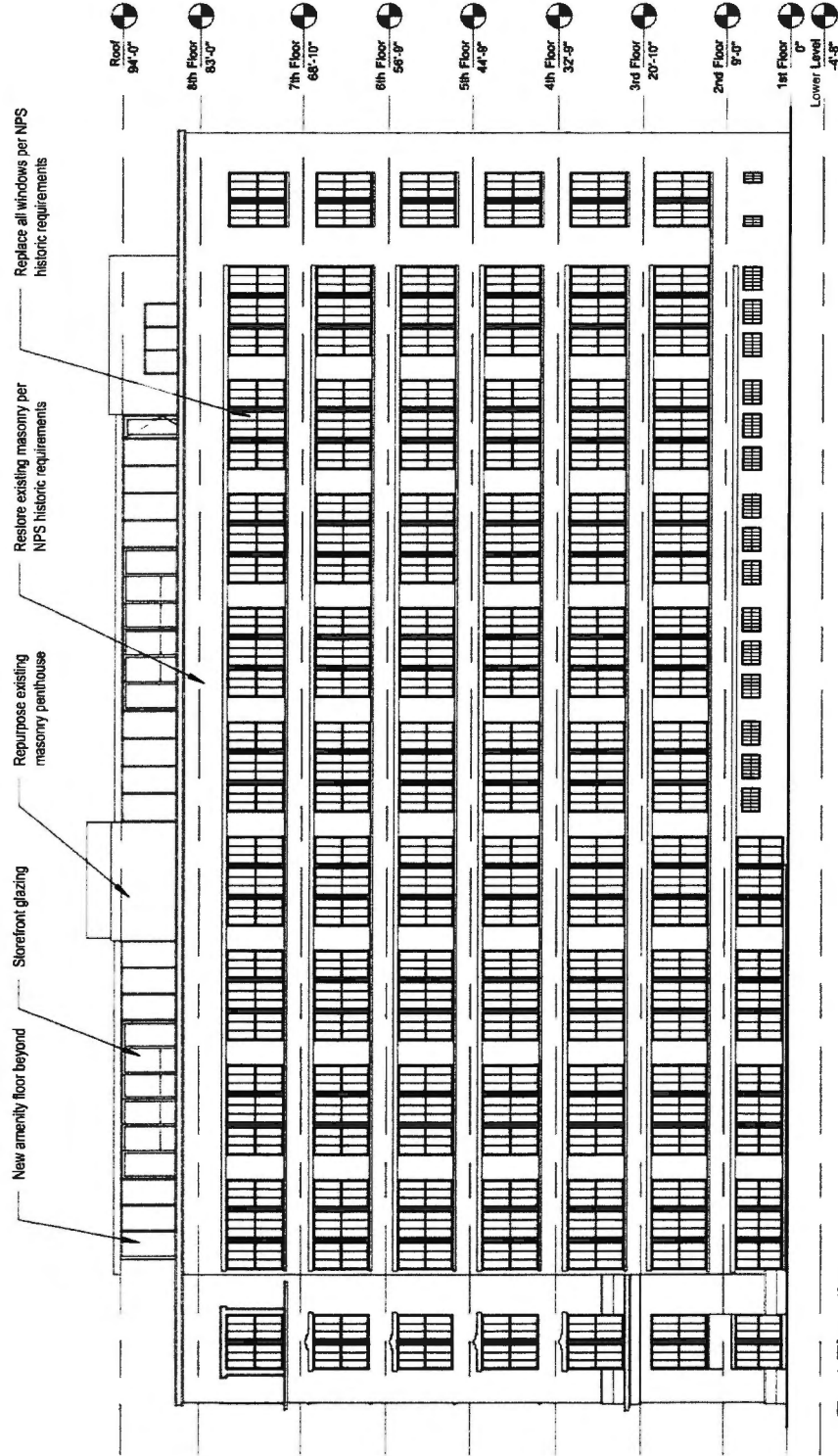
1220 W Van Buren

Chicago, IL

FILORAMONTALSMA
ARCHITECT

BASE 3

Final for Publication



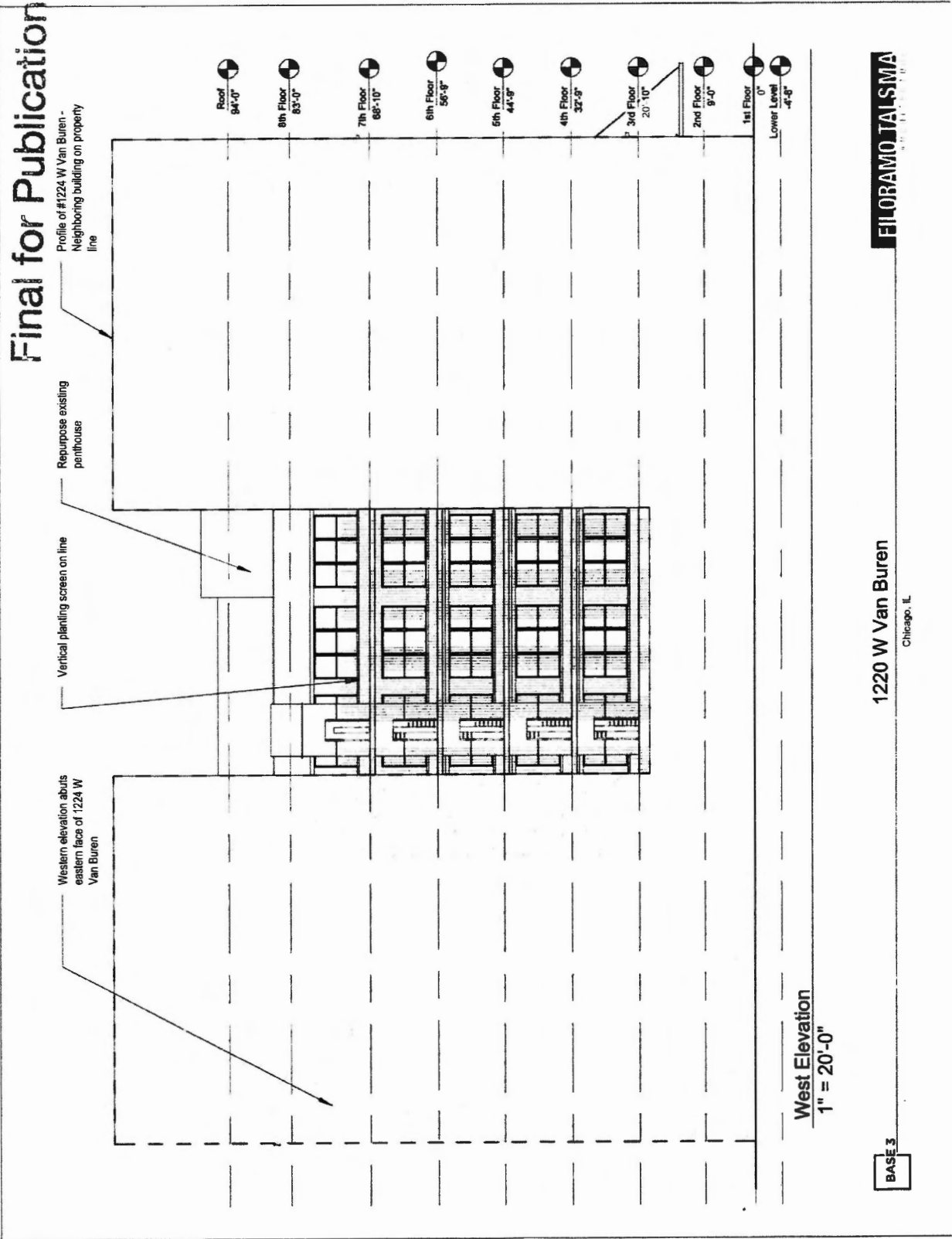
East Elevation
1" = 20'-0"

1220 W Van Buren

Chicago, IL

ELORAMO JAISMA
ARCHITECTS P.C.

BASE 3



Reclassification Of Area Shown On Map No. 2-L.
(Application No. 22567)
(Common Address: 4814 -- 4822 W. Flournoy St.)

[O2024-0012529]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance, is amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-L in the area bounded by:

the alley next north of and parallel to West Flournoy Street; the alley next west of and parallel to South Cicero Avenue; West Flournoy Street; and a line 255.1 feet west of and parallel to South Cicero Avenue,

to those of an M3-2 Heavy Industry District, which is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-H.
(As Amended)
(Application No. 22564)
(Common Address: 1239 N. Wood St.)

[SO2024-0012526]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RM5.5 Residential Multi-Unit District symbols and indications as shown on Map Number 3-H in the area bounded by:

West Potomac Avenue; a line 144.00 feet east of and parallel to North Wood Street; the public alley next south of and parallel to West Potomac Avenue; and North Wood Street,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-1.
(Application No. 22572T1)
(Common Address: 2754 -- 2756 W. Chicago Ave.)

[O2024-0012534]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 3-1 in the area bounded by:

the public alley next north of and parallel to West Chicago Avenue; a line 50.70 feet east of and parallel to North California Avenue; West Chicago Avenue; and North California Avenue,

to those of a C1-3 Neighborhood Commercial District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; 1st, 2nd, 3rd and 4th Floor Plans; Roof Plan;
and Chicago and California Avenues Building
Elevations attached to this ordinance
printed on pages 19959 through
19965 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) Type 1 Narrative & Plans – 2754-56 West Chicago Avenue, Chicago, IL

Proposed Zoning: C1-3 Neighborhood Commercial District

Lot Area: Approximately 6,337.5 square feet

Proposed Land Use: The Applicant is seeking a zoning change to allow the construction of a new four-story mixed-use building which will contain a commercial space at grade (1,300 sq. ft.) and nine (9) dwelling units above. The proposed building will measure 45 feet and 10 inches in height and will be served by nine (9) off-street parking spaces. In conjunction with Type 1 zoning change application, the Applicant is seeking a Variation pursuant to Secs. 17-13-1101-B and 17-13-0303-D of the Chicago Zoning Ordinance to reduce the required rear setback from 30 feet to 0 feet

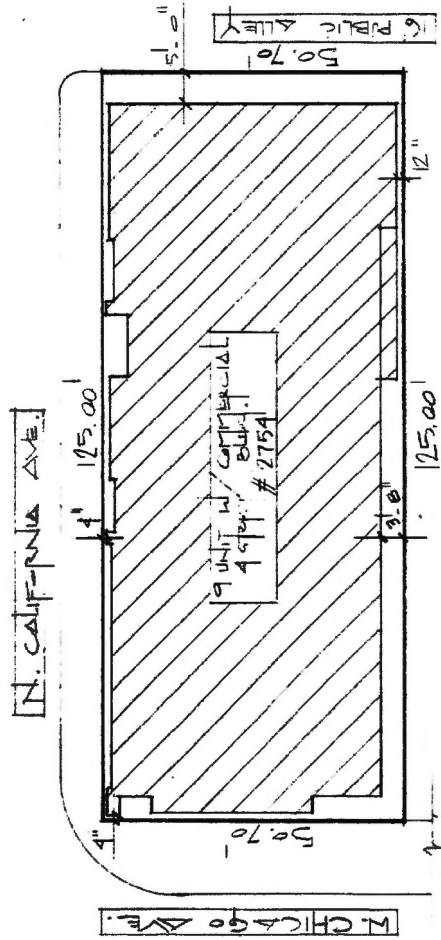
- (A) The Project's Floor Area Ratio: 18,180 square feet (2.87 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): 704.17 square feet per D.U.
(9 dwelling units)
- (C) The amount of off-street parking: 9
- (D) Setbacks:
 - a. Front Setback: 4 inches
 - b. *Rear Setback: 12 inches
 - c. Side Setbacks:
 - West Side: 4 inches
 - East Side: 3 feet 8 inches

*Pursuant to Secs. 17-13-1101-B and 17-13-0303-D of the Chicago Zoning Ordinance, the Applicants are seeking to reduce the required rear setback to 12 inches for floors containing residential units.

- (E) Building Height: 45 feet 10 inches

Final for Publication

HANNA
 ARCHITECTS, INC.
 180 W. WASHINGTON
 CHICAGO, ILLINOIS 60602
 PH: (312) 734-8602
 E-MAIL: hannaarchitects@abqglobal.net
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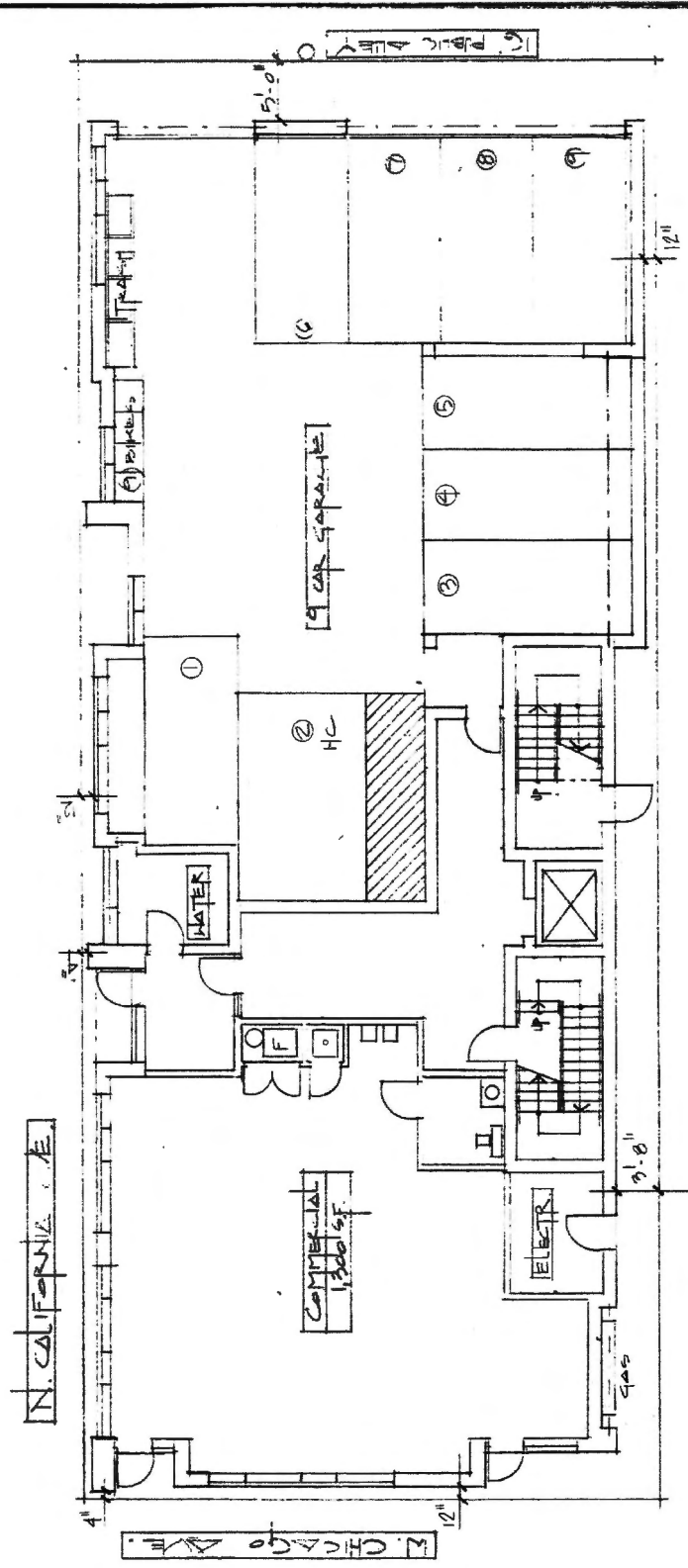
ZONING INFORMATION	
LOT AREA	50.7' x 125.0' = 6342.75 SF
MAX. BUILDING	19.012.5 SF
1st Floor	2,700 SF
2nd Floor	5,160 SF
3rd Floor	5,160 SF
4th Floor	5,160 SF
TOTAL	18,180 SF

⊕ SITE PLAN
 1/8" = 1'-0"

Final for Publication

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 PROFESSIONAL DESIGN FIRM
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 LICENSE NUMBER 04-001485

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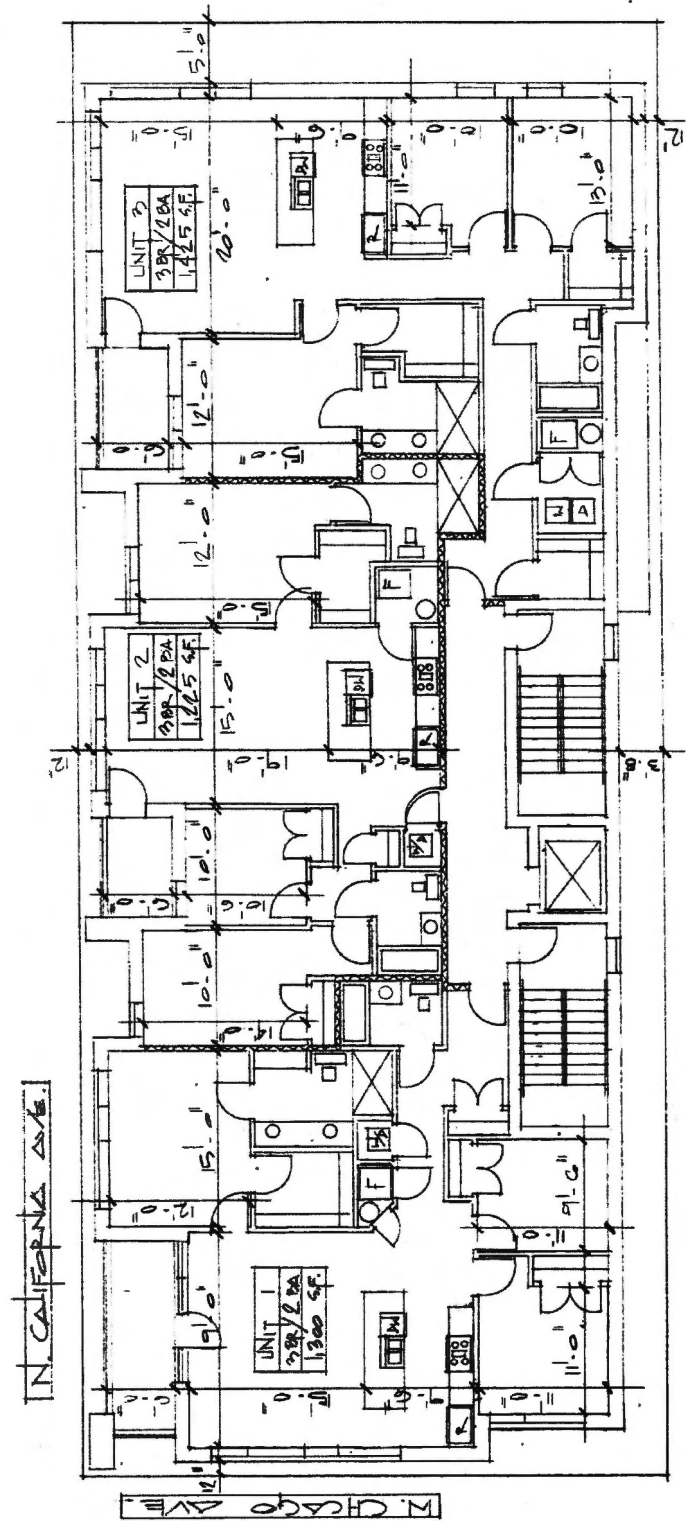


1st Floor Plan
 1/8" = 1'-0"
 2,700 S.F.

Final for Publication

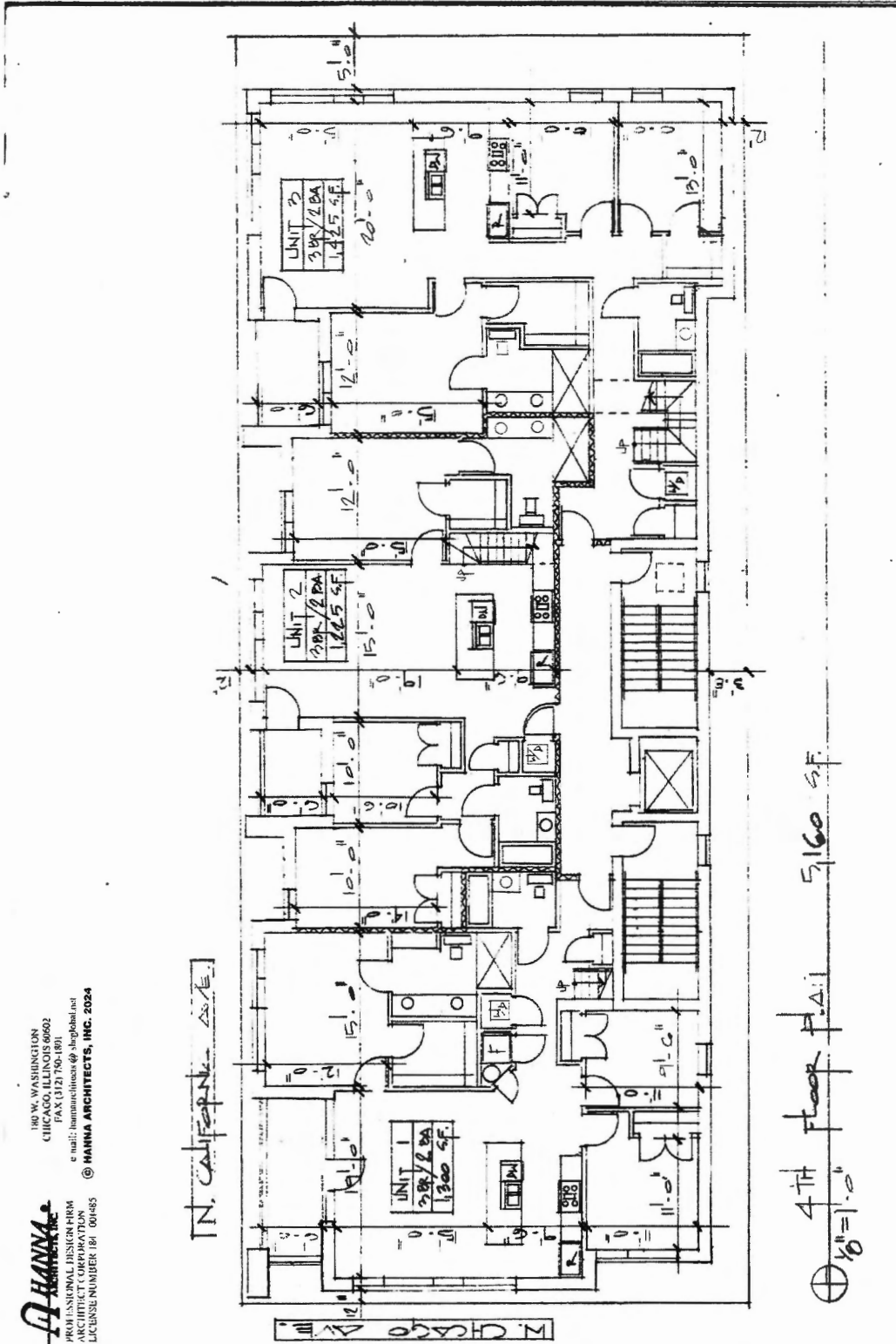
A HANNA
 PROFESSIONAL DESIGN FIRM
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 CHICAGO, ILLINOIS 60602
 FAX (312) 730-1801
 e-mail: hannaarchitects@stgglobal.net
 WWW.HANNAARCHITECTS.COM
 LICENSE NUMBER: 184 00183

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⊕ 2nd Floor Plan 5160 SF
 1/8" = 1'-0"


Final for Publication

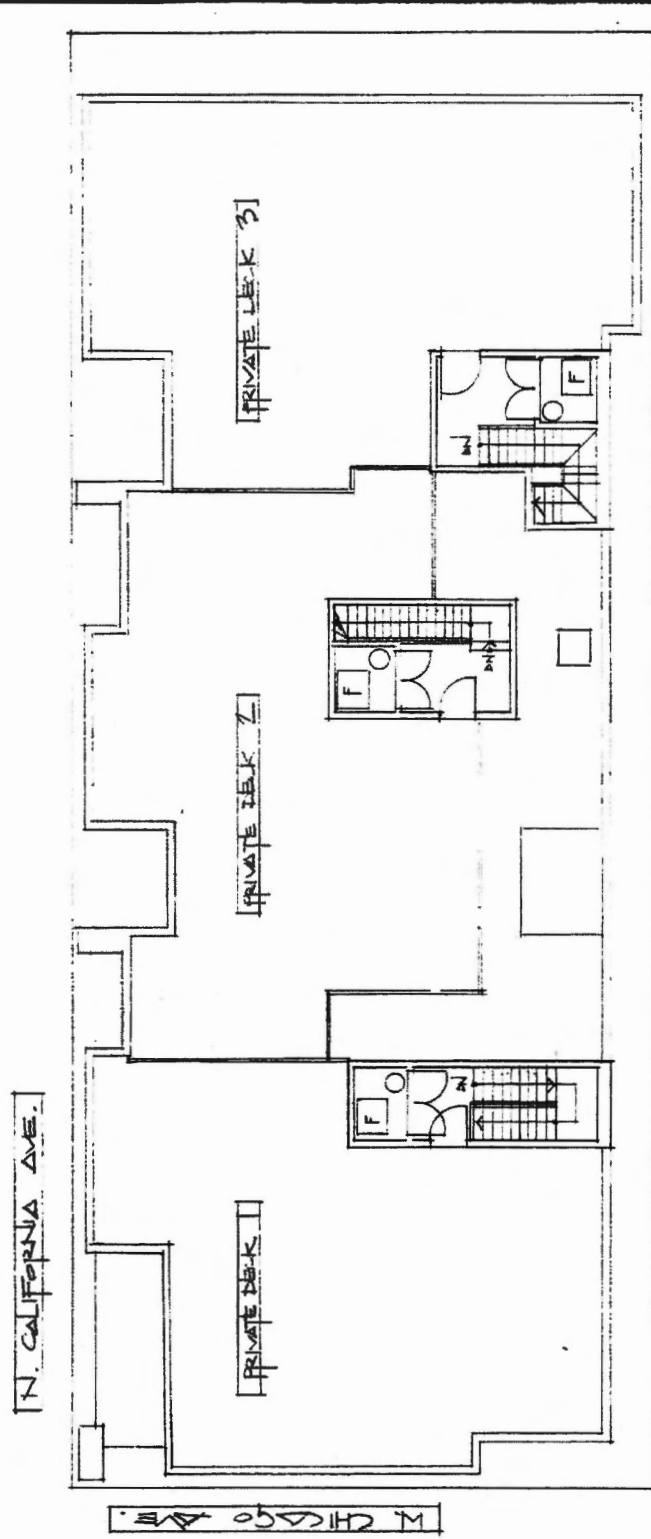


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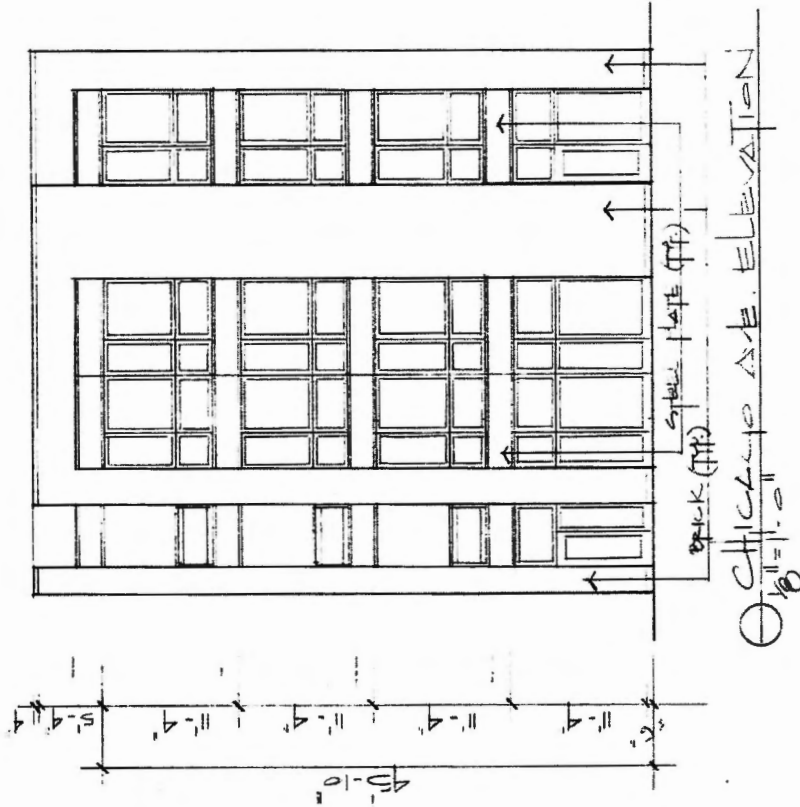
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⊕ Roof PLAN
 $\frac{1}{8}'' = 1'-0''$
 540 S.F.

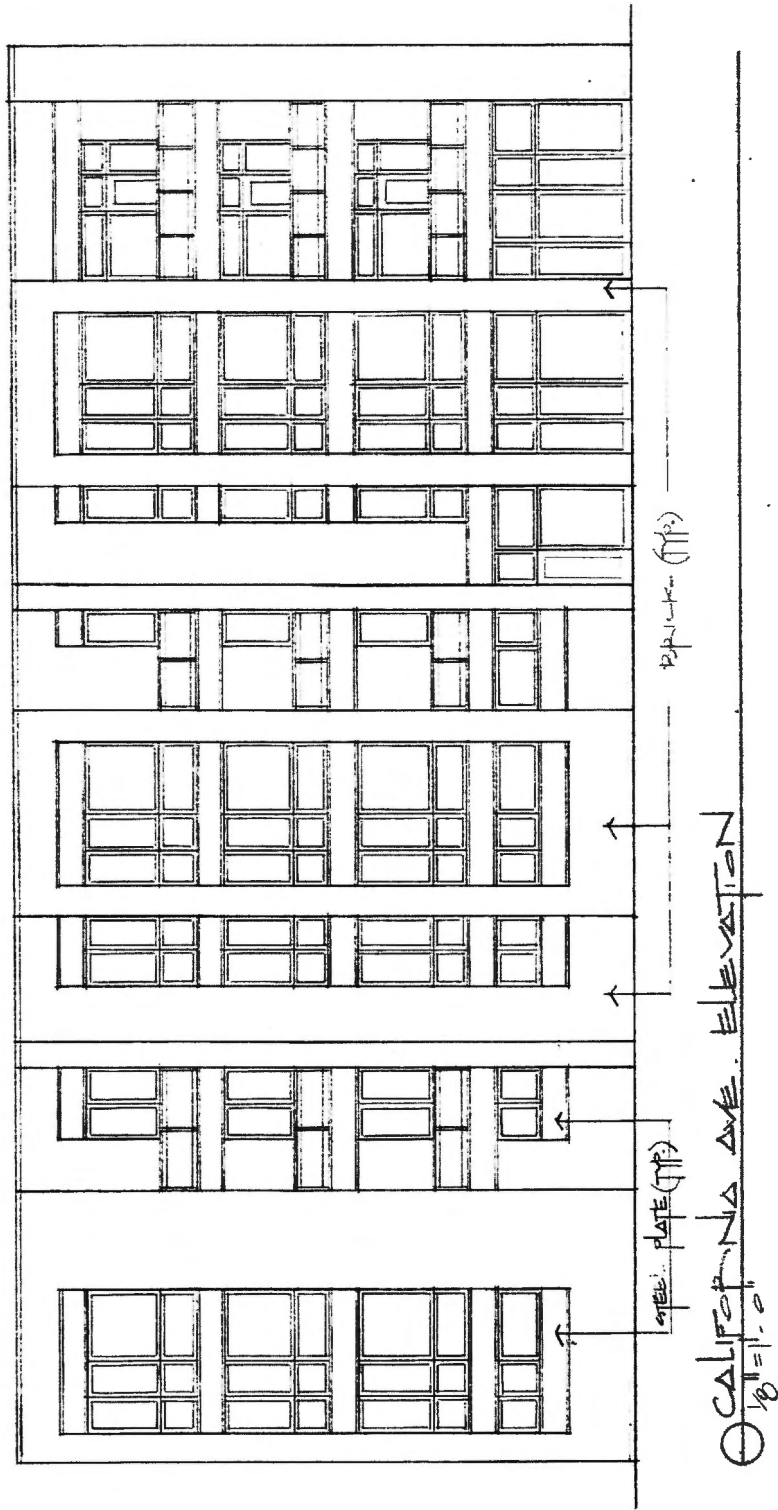
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Reclassification Of Area Shown On Map No. 3-1.

(Application No. 22558T1)

(Common Address: 912 N. Richmond St.

[O2024-0012520]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) district symbols as shown on Map Number 3-1 in the area bounded by:

a line 150.28 feet north of and parallel to West Walton Street; North Richmond Street;
a line 125.28 feet north of and parallel to West Walton Street; and the public alley next
west of and parallel to North Richmond Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Code Matrix, Notes and Site Plan; Notes; Basement
Floor Plans; Section and Details; and West (Rear),
Side North (Front and Back), Front East and
Side South (Front and Back) Building
Elevations attached to this ordinance
printed on pages 19968 through
19977 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plans for Type 1
Rezoning from RS-3 to RM-5
for 912 N. Richmond Street, Chicago

The subject property is improved with a 3-story 6 dwelling unit building. The applicant needs this zoning change to comply with bulk and density standards to add an additional dwelling unit in the basement of the existing building for a total of seven dwelling units.

A,1. Narrative:

- a. Existing 3 story brick building with 6 dwelling and vacant basement to be converted from 6 to 7 D. U. adding 1 additional unit basement.

A,2. Bulk and density standards

- a. The project's floor area ratio will be 2.0.
 - b. The project's minimum lot area (MLA) density will be 446 square feet per dwelling unit.
 - c. Lot area is 3,125 Square Feet.
 - d. No off-street parking space.
 - e. Setbacks: front 0.18'
Side 3.22'
Side - Zero
Rear 16.0'
 - f. Building height 40' existing.
 - g. Administrative Adjustment 17-13-1003-K: The applicant seeks to reduce the minimum required rear yard open space from 252 SF to zero to allow the addition of a dwelling unit to the basement of a 3-story 6-D.U. MFR.
-

Final for Publication

SPR 2019 CBRC: ADDITIONAL DWELLING UNIT IN BASEMENT. IN AN EXISTING 6 UNIT 3-STORY BRICK BUILDING WITH BASEMENT. (OCCUPANCY GROUP R-2; TYPE III-A CONSTRUCTION)

CODE MATRIX

Table with multiple columns and rows detailing code matrix information, including project name, address, and various code references.

NOTES

NOTICE TO CONTRACTORS:
1. THIS DRAWING IS THE PROPERTY OF ARCHITECTS AND ENGINEERS...
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES...

ABBREVIATIONS

- ABBREVIATIONS:
ASB - ASBESTOS
B.M. - BENCHMARK
C.C. - CENTERLINE
D.M. - DIMENSION LINE

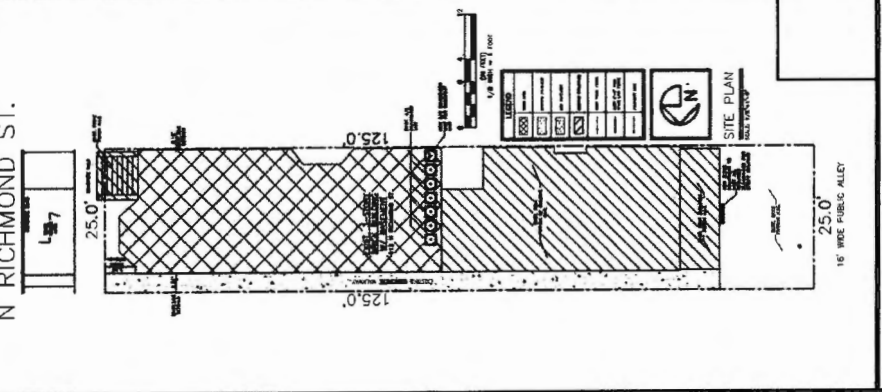
ZONING MAP



INDEX OF DRAWINGS

Table listing drawing sheets and their titles, such as 'SITE PLAN', 'FLOOR PLAN', and 'SECTION DRAWINGS'.

SITE PLAN



CODE MATRIX, NOTES, & SITE PLAN

912 N. RICHMOND ST CHICAGO, IL

SCOPE OF WORK:
1. ARCHITECTURAL DESIGN
2. ENGINEERING DESIGN
3. PERMITS AND REGULATORY COMPLIANCE

CONTRACTOR'S OBLIGATION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY COMPLIANCE.

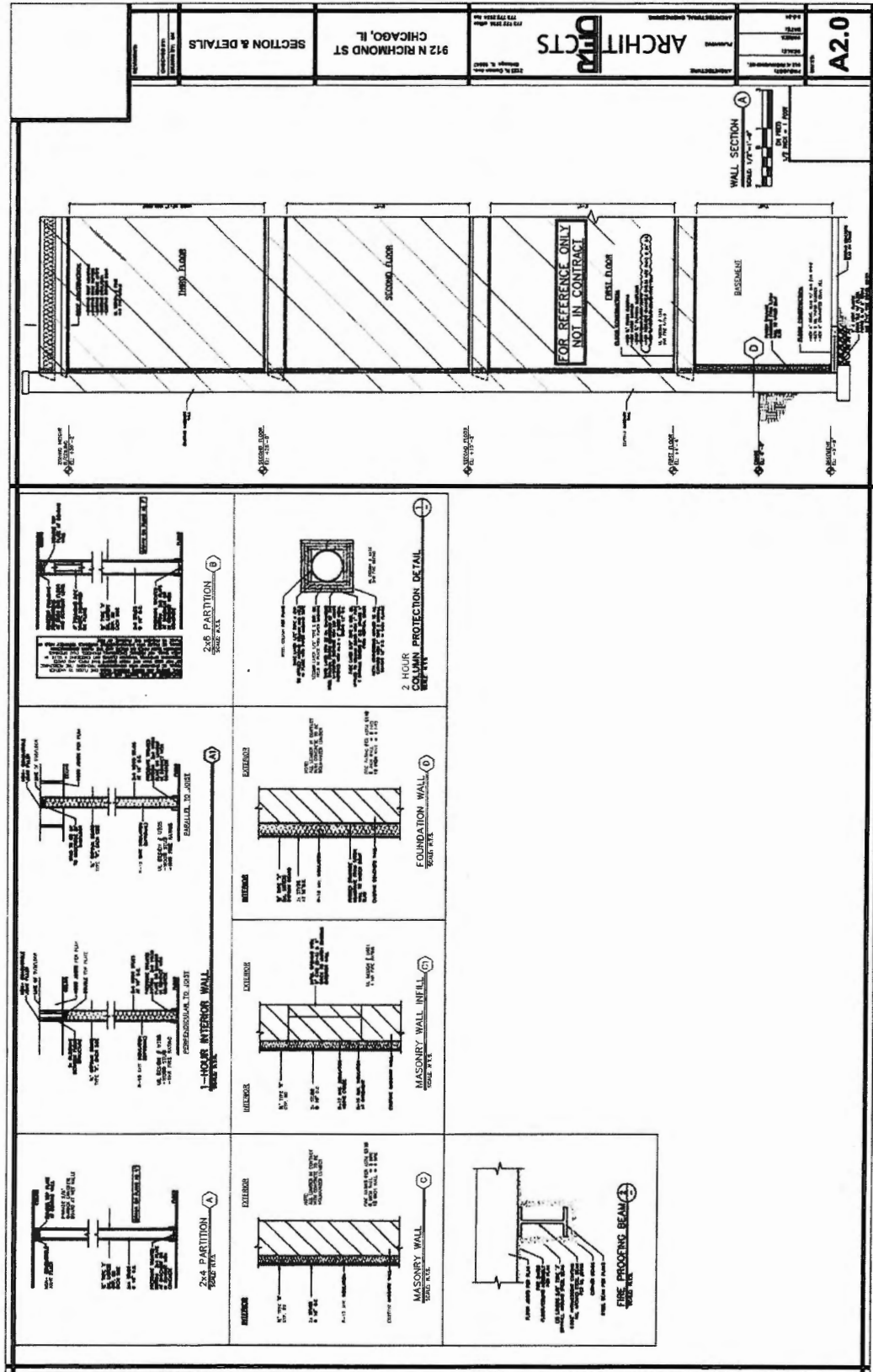
ARCHITECTS AND ENGINEERS:
TOTAL PROJECT COST: \$1,200,000
PROJECT NO: 2024-010

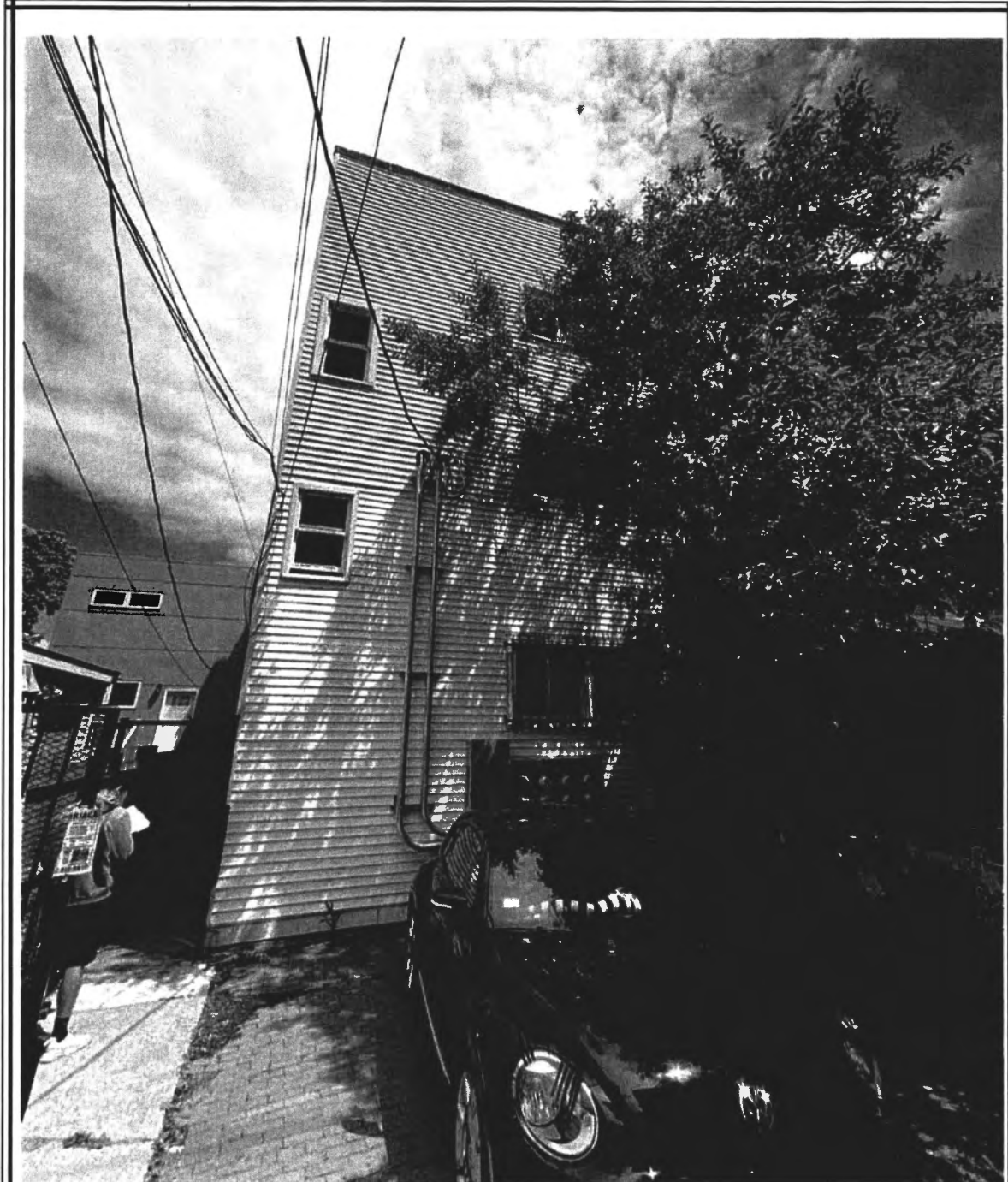
ARCHITECTS logo and project information including 'T1.0' and '10/30/2024'.

Final for Publication

<p>ARCHITECTS</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p> <p>ARCHITECTS</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLANNING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>STRUCTURAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>ELECTRICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>PLUMBING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>	<p>MECHANICAL ENGINEERING</p> <p>773 N. RICHMOND ST CHICAGO, IL 60610</p>
<p>912 N RICHMOND ST CHICAGO, IL</p>																															
<p>NOTES</p>																															
<p>STRUCTURAL DESIGN CRITERIA:</p>																															
<p>1. FOUNDATION DESIGN</p>																															
<p>1. FOUNDATION DESIGN SHALL BE BASED ON THE FOLLOWING ASSUMPTIONS:</p>																															
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Final for Publication

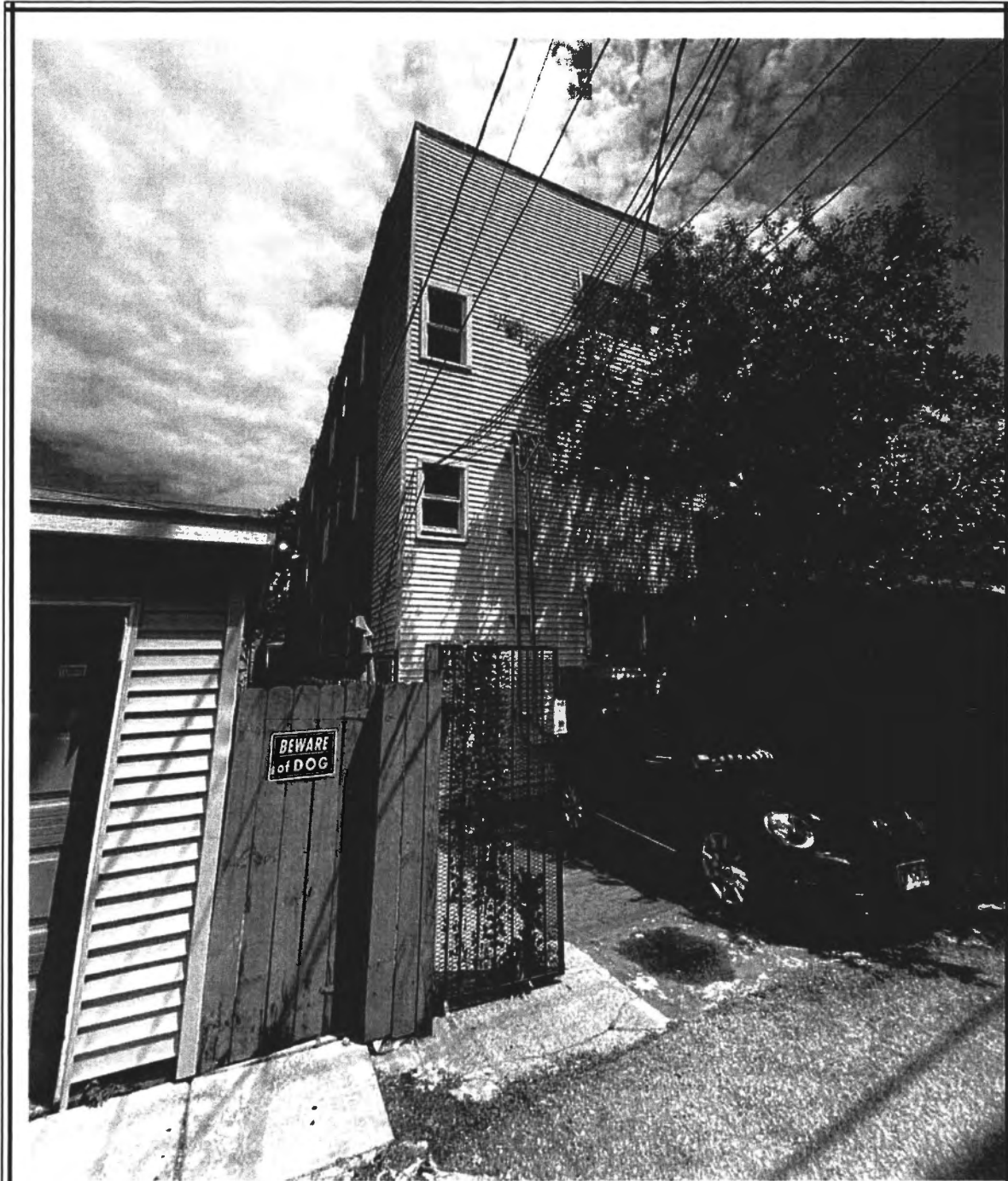




REAR "WEST" ELEVATION
 SCALE: N.T.S.

Final for Publication

A4.0	PROJECT: 912 N RICHMOND ST	ARCHITECTS PLANNING	ARCHITECTS	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES		
	DATE: 8-29-2024	ARCHITECTURAL ENGINEERING					

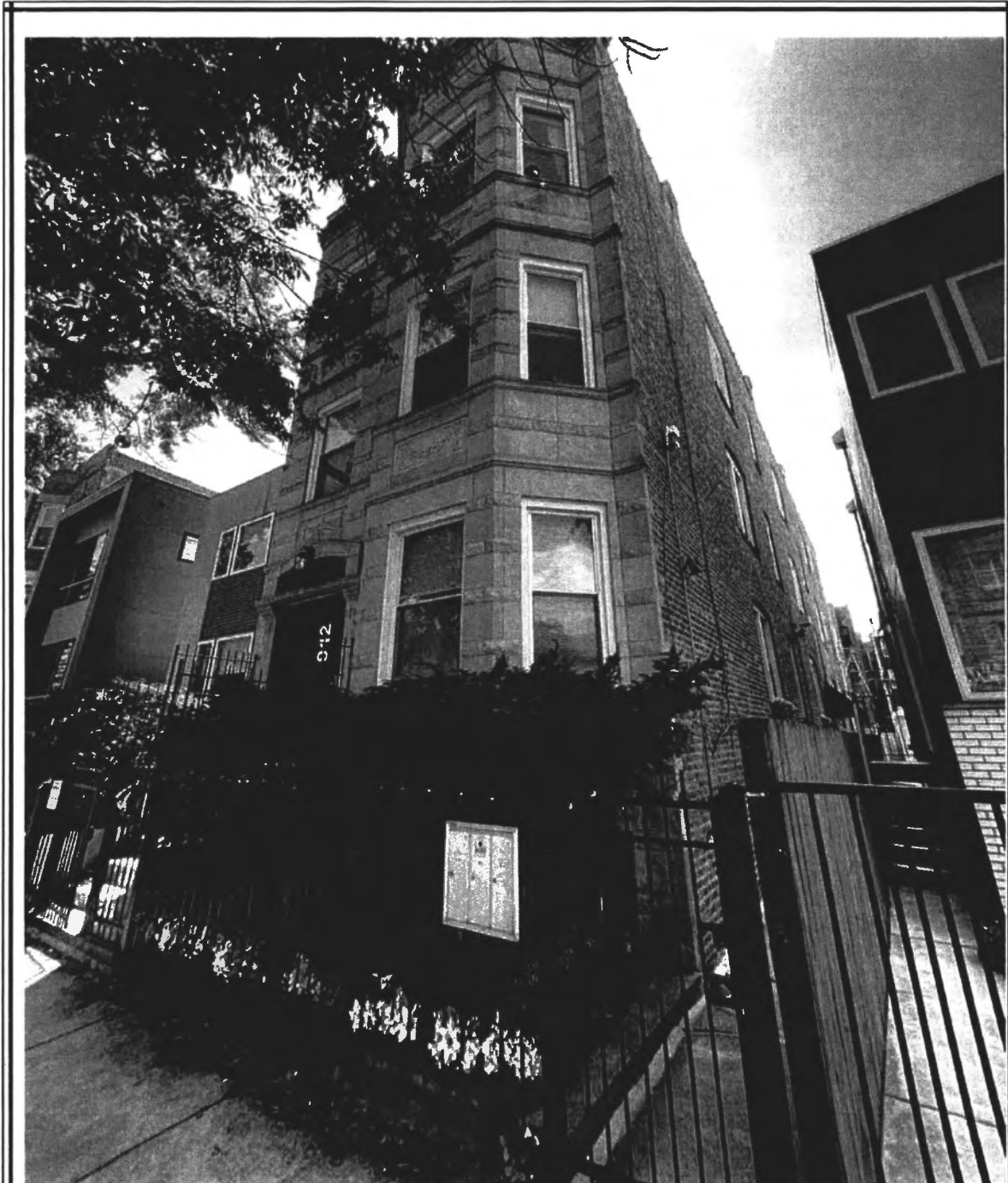


SIDE "NORTH" ELEVATION BACK

SCALE: N.T.S.

A4.1	PROJECT:	ARCHITECTURE:	1225 N. Dearborn Ave. Chicago, IL 60610	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	DATE:	BY:
	CLIENT:	PLANNING:	ARCHITECTS				
	DATE:		773.778.2700 ext. 400 773.778.2854 fax				

Final for Publication

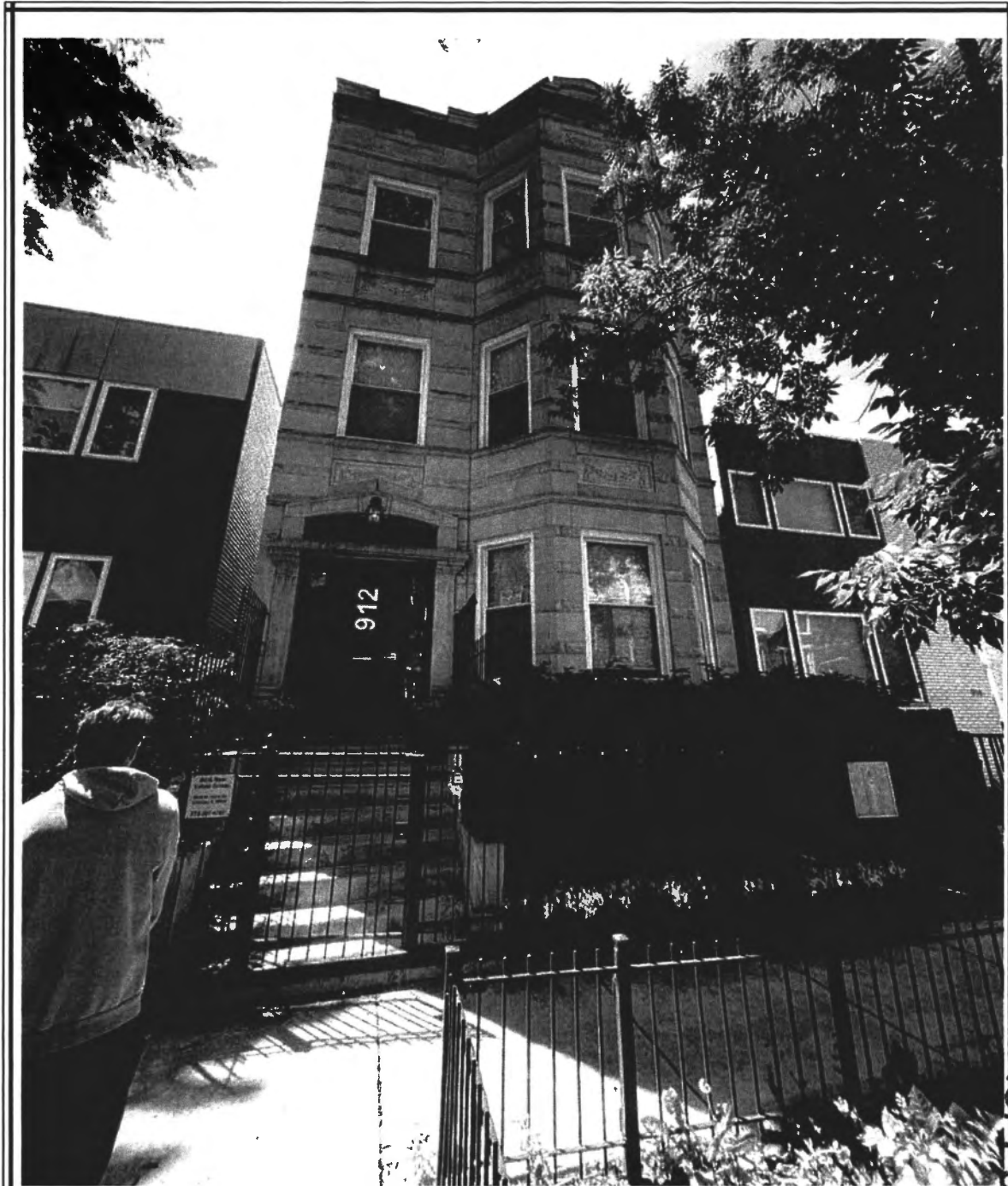


SIDE "NORTH" ELEVATION FRONT

SCALE: N.T.S.

A4.2	PROJECT: 912 N. RICHMOND ST. CHICAGO, IL 60610	ARCHITECTURE: ARCHITECTS ARCHITECTURAL ENGINEERING	2122 N. DAMEN AVE. CHICAGO, IL 60647	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	DATE: 10/30/2024	SCALE: N.T.S.
	DATE: 10/30/2024	ARCHITECTURAL ENGINEERING	774.732.0700 - CELL 773.372.0834 - FAX				

FINAL FOR PUBLICATION

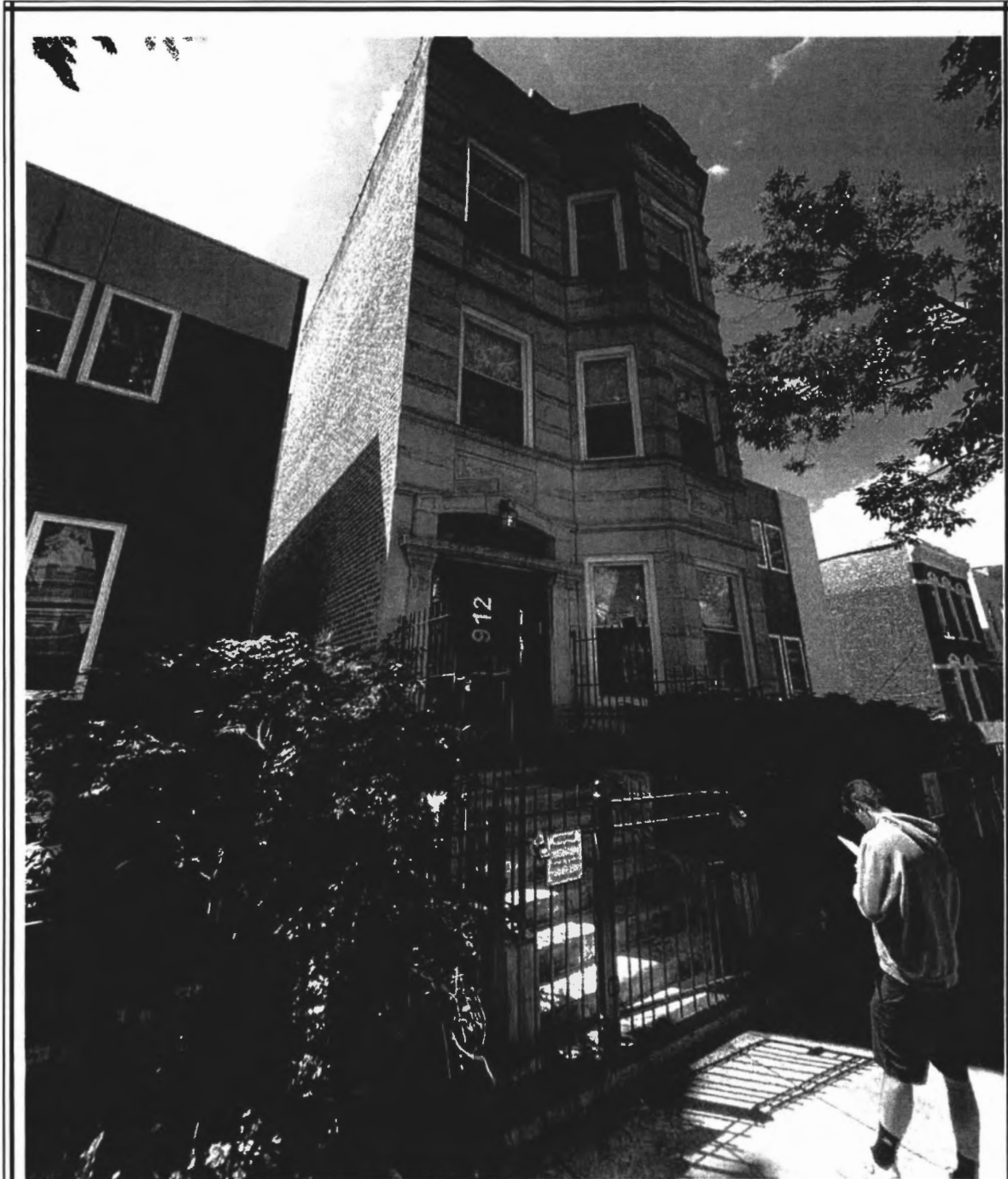


FRONT "EAST" ELEVATION

SCALE: N.T.S.

Final for Publication

A4.3 <small>PROJECT:</small> <small>SCALE:</small> <small>DATE:</small> <small>DATE:</small> <small>DATE:</small>	<small>ARCHITECT:</small> ARCHITECTS <small>ARCHITECTURAL ENGINEERS</small>	<small>912 N. Richmond St.</small> <small>Chicago, IL 60610</small> <small>773.772.2766</small> <small>773.772.2886 fax</small>	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	<small>NO.</small> <small>DATE</small> <small>REVISIONS</small>
	<small>PROJECT:</small> <small>SCALE:</small> <small>DATE:</small> <small>DATE:</small>	<small>ARCHITECT:</small> <small>ARCHITECTURAL ENGINEERS</small>	<small>912 N. Richmond St.</small> <small>Chicago, IL 60610</small> <small>773.772.2766</small> <small>773.772.2886 fax</small>	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES

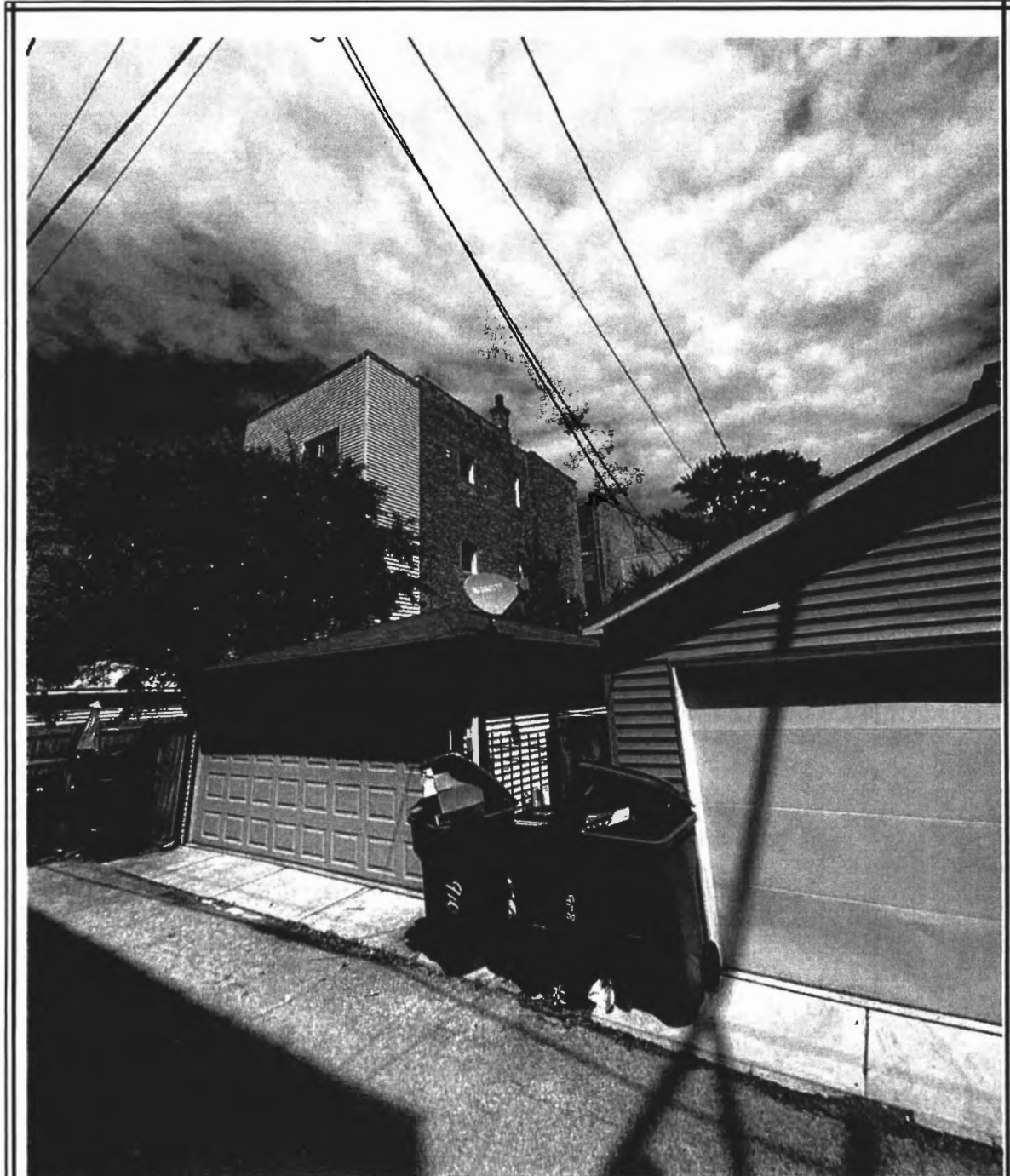


SIDE "SOUTH" ELEVATION FRONT

SCALE: N.T.S.

Final for Publication

A4.4	PROJECT	ARCHITECTURE	8100 N. Broadway Chicago, IL 60647	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	DATE	DRAWN
	DESIGNER	PLANNING	ARCHITECTS				
	SCALE						
	DATE						
	SCALE						



SIDE "SOUTH" ELEVATION BACK
 SCALE: N.I.S.

FINAL FOR PUBLICATION

A4.5 <small>DATE: 10/30/2024</small>	<small>PROJECT:</small> <small>CLIENT:</small> <small>DATE:</small>	<small>ARCHITECTURE:</small> ARCHITECTS <small>ARCHITECTURAL CORP.</small>	<small>200 N. Dearborn St.</small> <small>Chicago, IL 60610</small> <small>312.715.2288</small> <small>312.733.2614</small>	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	<small>DATE:</small> <small>BY:</small>	<small>SCALE:</small> <small>DATE:</small>
	<small>PROJECT:</small> <small>CLIENT:</small> <small>DATE:</small>	<small>ARCHITECTURE:</small> <small>PLANNING:</small> <small>DATE:</small>	<small>200 N. Dearborn St.</small> <small>Chicago, IL 60610</small> <small>312.715.2288</small> <small>312.733.2614</small>	912 N RICHMOND ST CHICAGO, IL	ELEVATION PICTURES	<small>DATE:</small> <small>BY:</small>	<small>SCALE:</small> <small>DATE:</small>

Reclassification Of Area Shown On Map No. 4-K.

(Application No. 22555)

(Common Address: 4109 W. 16th St.)

[O2024-0012513]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 4-K in the area bounded by:

West 16th Street; a line 74.00 feet west of and parallel to South Karlov Avenue; the public alley next south of and parallel to West 16th Street; and a line 98 feet west and parallel to South Karlov Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 5-G.

(Application No. 22560T1)

(Common Address: 1807 N. Fremont St.)

[O2024-0012476]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-G in an area bound by:

a line 100 feet north of and parallel to West Willow Street; a line 50 feet east of and parallel to North Fremont Street; a line 50 feet north of and parallel to West Willow Street; and North Fremont Street,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing Basement, First, Second and Third Floor Plans; Existing Roof Deck Plan; Proposed Penthouse and Pergola Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 19980 through 19984 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plan
Type-1 Zoning Map Amendment
For 1807 N Fremont St
From RT-4 to RM-4.5

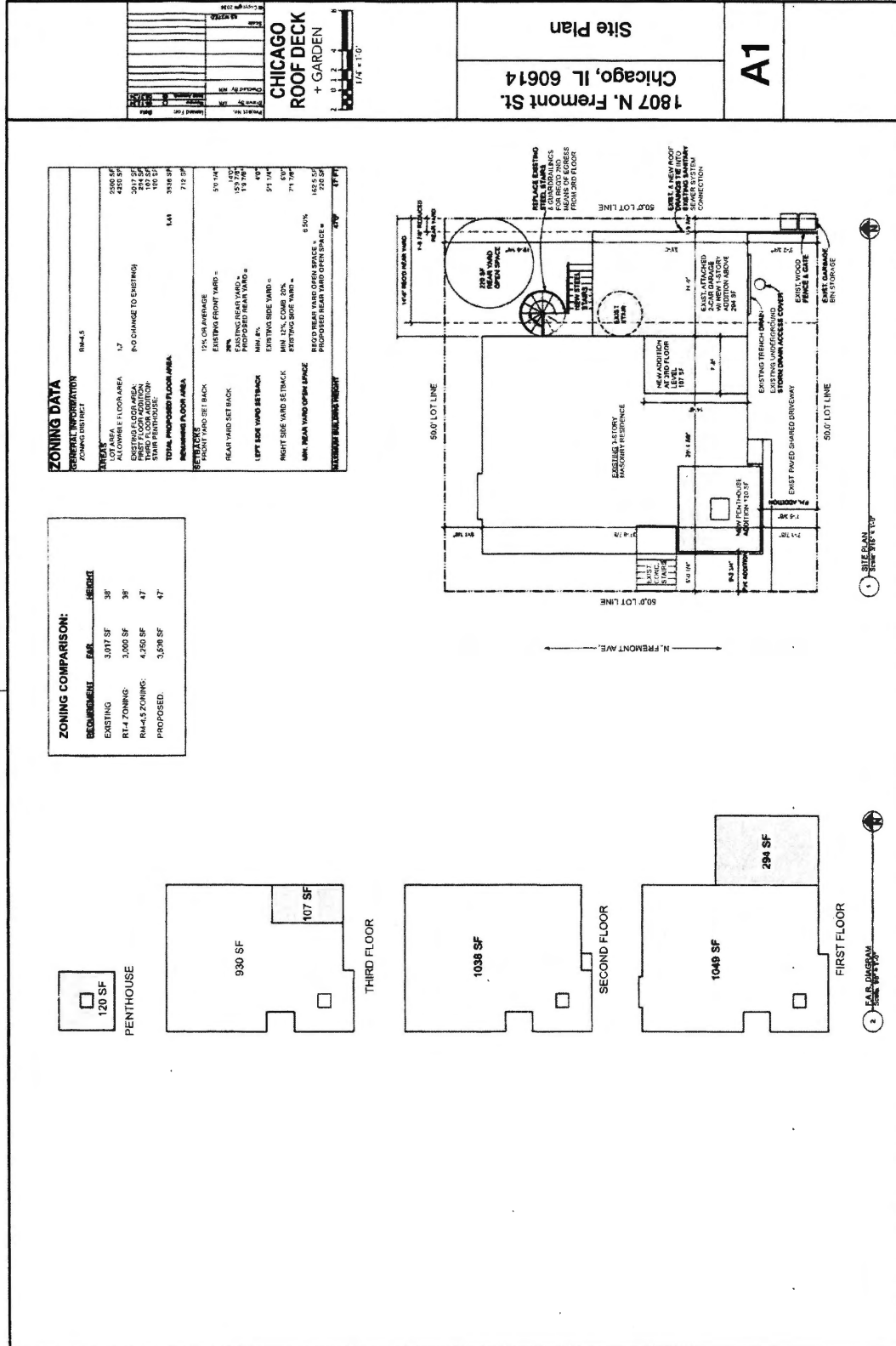
- 1.A. The applicant seeks a zoning change from RT-4 to RM-4.5 to meet the RM-4.5 bulk and density standards to add an internal staircase in a new penthouse to access the roof deck and to enclose the back deck creating a combined kitchen/family room.

FAR	1.7
Density (MLA)	1,650
Parking	2 off-street
Front Setback	5 feet 0.25 inches **
Rear Setback	1 foot 9.875 inches *
East Side Setback	5 feet 1.25 inches
West Side Setback	7 feet 1.875 inches
Building Height	47 feet
Lot Area	2,500 SF
Building Area	3,538 SF (1.41 FAR)

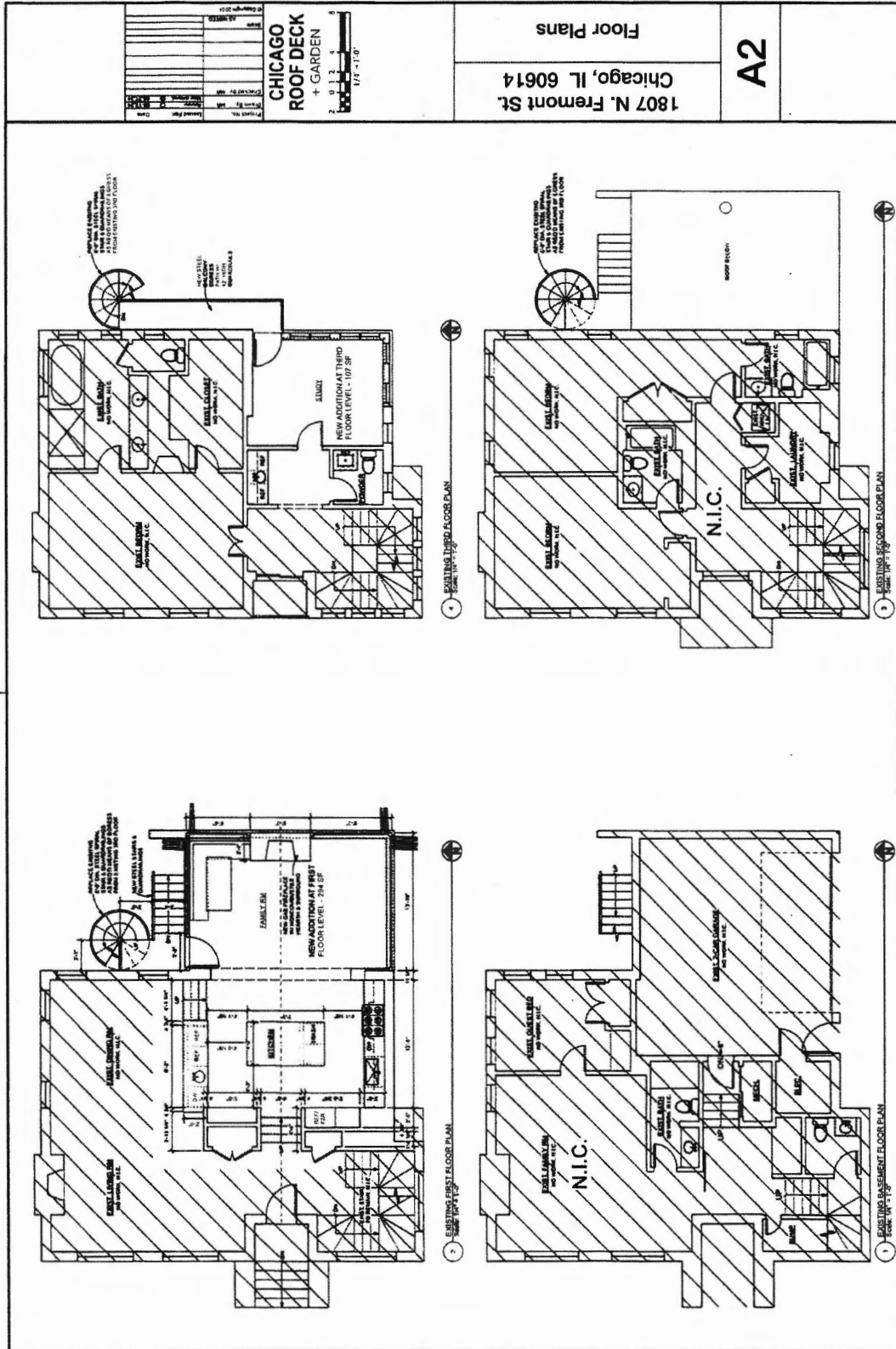
* Per Variation Section 17-13-1101-B applicants are seeking a reduction to the minimum required rear setback from the existing 15 feet 9.875 inches to 1 foot 9.875 inches.

** Per Variation Section 17-13-1101-B applicants are seeking a reduction to the minimum front yard setback from 15 feet to 5 feet 0.25 inches.

Final for Publication



Final for Publication



Final for Publication

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">Project No.</td><td> </td></tr> <tr><td style="font-size: 8px;">Client Name</td><td> </td></tr> <tr><td style="font-size: 8px;">Architect</td><td> </td></tr> <tr><td style="font-size: 8px;">Date</td><td> </td></tr> <tr><td style="font-size: 8px;">Scale</td><td> </td></tr> <tr><td style="font-size: 8px;">AS NOTED</td><td> </td></tr> </table>	Project No.		Client Name		Architect		Date		Scale		AS NOTED		<p>CHICAGO ROOF DECK + GARDEN</p>	<p>1807 N. Fremont St. Chicago, IL 60614</p>	<p>Roof Deck Plans</p>	<p>A3</p>
Project No.																
Client Name																
Architect																
Date																
Scale																
AS NOTED																

1 EXISTING ROOF PLAN

2 PROPOSED PENTHOUSE ROOF & PERGOLA PLAN

Final for Publication

<p style="text-align: center;">CHICAGO ROOF DECK + GARDEN</p>	<p style="text-align: center;">Elevations</p> <p style="text-align: center;">Chicago, IL 60614</p> <p style="text-align: center;">1807 N. Fremont St.</p>
<p style="text-align: center;">STREET ELEVATION</p> <p style="text-align: center;">WEST SIDE</p> <p style="text-align: center;">1807 N. FREMONT ST.</p> <p style="text-align: center;">12/12/18</p> <p style="text-align: center;">12' 0" 12' 0" 12' 0" 12' 0" 12' 0" 12' 0"</p>	<p style="text-align: center; font-size: 2em;">A5</p>

<p style="text-align: center;">NEW ADDITION AT ROOF ACCESS LEVEL - ROOF CLADDING 120 SF</p> <p style="text-align: center;">NEW ADDITION AT THIRD FLOOR LEVEL - BLACK ALUMINUM CLADDING 107 SF</p> <p style="text-align: center;">NEW ADDITION AT FIRST FLOOR LEVEL - BLACK ALUMINUM CLADDING 204 SF</p> <p style="text-align: center;">NEW ALUM. GUTTER & DOWNSPOUT</p> <p style="text-align: center;">NEW ALUM. GUTTER & DOWNSPOUT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p>	<p style="text-align: center;">NEW ADDITION AT THIRD FLOOR LEVEL - BLACK ALUMINUM CLADDING 107 SF</p> <p style="text-align: center;">NEW ADDITION AT FIRST FLOOR LEVEL - BLACK ALUMINUM CLADDING 204 SF</p> <p style="text-align: center;">NEW ALUM. GUTTER & DOWNSPOUT</p> <p style="text-align: center;">NEW ALUM. GUTTER & DOWNSPOUT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p> <p style="text-align: center;">NEW STEEL & GLASS CORNERFRONT</p>
<p style="text-align: center;">STREET ELEVATION</p> <p style="text-align: center;">EAST SIDE</p> <p style="text-align: center;">1807 N. FREMONT ST.</p> <p style="text-align: center;">12/12/18</p> <p style="text-align: center;">12' 0" 12' 0" 12' 0" 12' 0" 12' 0" 12' 0"</p>	<p style="text-align: center; font-size: 2em;">A5</p>

Reclassification Of Area Shown On Map No. 5-G.
(Application No. 22551T1)
(Common Address: 2113 N. Kenmore Ave.)

[O2024-0012506]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 150.00 feet north of and parallel to the north line of West Dickens Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 125.00 feet north of and parallel to the north line of West Dickens Avenue; and the east line of North Kenmore Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan -- Existing; Proposed and Existing Basement,
Ground Floor -- Coach House, First, Second Floor --
Coach House, Second and Third Floor Plans;
Roof Deck Plan; Proposed and Existing
Facades; and Plat of Survey attached
to this ordinance printed on
pages 19988 through 20007
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment
2113 North Kenmore Avenue, Chicago, Illinois

Proposed Zoning: RM-5 Residential Multi-Unit District

Lot Area: 3,097.25 square feet

Proposed Land Use: The Applicant is seeking a *Type 1 Zoning Map Amendment*, with *Administrative Adjustment/Variation* relief, in order to permit certain renovations and improvements to the existing *non-conforming* principal building and coach house, at the subject property. The proposed renovations for the principal building (*front building*) include the erection of a three-story addition off of the rear, allowing for the reconfiguration and enlargement of the three existing dwelling units, as well as the interior buildout of the basement to allow for the establishment of a fourth *dwelling unit* therein. Access to the roof of the principal building will also be extended, to allow for the introduction of an open deck above the 3rd floor. Only "maintenance and repairs" improvements are proposed for the couch house (*rear building*) to bring the existing dwelling unit into compliance with all current applicable building codes and living standards. **[NO physical or functional expansion of the existing coach house is proposed.]* Should the *Zoning Amendment* be approved, the project will yield a total of five (5) dwelling units within and between the two existing buildings, at the subject property. There is and will remain no off-street parking for the property and corresponding improvements. The principal building, with the proposed renovations, will measure 37 feet-0 inches in height, with the coach house to remain at 26 feet-0 inches in height.

- (A) The Project's Floor Area Ratio: 5,890 square feet (1.9 FAR) – Total (two buildings)
 - 4,422 square feet (Principal Building / Front Building)
 - 1,541 square feet (Coach House / Rear Building)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 5 units – Total (Two Buildings)
 - 619.45 square feet / unit
 - 4 dwelling units (Principal Building / Front Building)
 - 1 dwelling unit (Coach House / Rear Building)
- (C) The amount of off-street parking: 0 total automobile spaces (existing / proposed)
- (D) Setbacks: a. *Front Setback: 4.78 feet
 - b. Rear Setback: 46.92 feet (Principal Building)

Final for Publication

Setbacks: (CONTINUED)

- c. *Side Setbacks: North: 0.0 feet (Existing & Proposed)
South: 2.37 feet (Existing & Proposed)

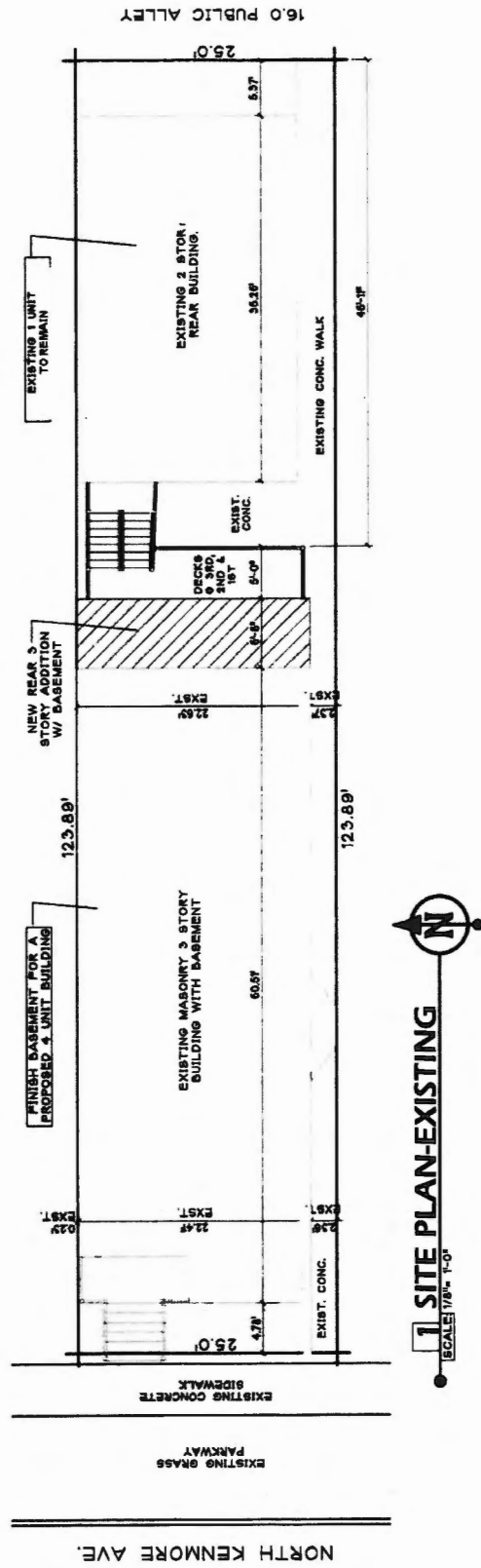
* Pursuant to Section 17-13-1101-B of the Zoning Ordinance, the Applicant is seeking *Variations* to reduce (i) the minimum required *side setbacks* from 2.0 feet to 0.0 feet (existing and proposed) on the north side and from 3.0 feet to 2.37 feet (existing and proposed) the south side, and (ii) the minimum required *front setback* from 9.87 feet (average of four adjacent properties) to 4.78 feet (existing), in order to permit certain renovations to, and the physical expansion of, the existing *non-conforming* principal building, at the subject property. The *front* and *side setback* conditions for the existing principal building – at 4.78 feet (front), 0.0 feet (north) and 2.37 (south), are *non-conforming* under the current Zoning Ordinance. The proposed new rear addition, which will follow the side walls of the existing principal building straight back (approximately 6.0 feet), will be “expanding” these *non-conforming* conditions. *[*The existing front building wall /setback will remain unchanged.*] The proposed rear addition will not adversely impact the air and light conditions for either of the adjacent properties. Most of the buildings and improvements that comprise the subject block maintain at least one *non-conforming* (reduced or zero) *side setback* condition, including both of the immediately adjacent properties. *[*Both of the immediately adjacent buildings to the south have reduced front setbacks.*]

- (E) Building Height: 37 feet-0 inches (Principal Building – Existing & Proposed)
24 feet-0 inches (Coach House – Mean Height Existing Peak Roof)
26 feet-0 inches (Coach House – Mean Height Existing Dormer)
*All building heights are existing, to remain unchanged.
- (F) *Rear Yard Open Space: 0 square feet (of contiguous 10 feet by 10 feet area at grade)

*Pursuant to Section 17-13-1003-K of the Zoning Ordinance, the Applicant is seeking an *Administrative Adjustment* to reduce the minimum required *rear yard open space* from 180.0 square feet to 0.0 square feet (existing and proposed), in order to permit certain renovations to, and the physical expansion of, the existing *non-conforming* principal building, at the subject property. The proposed renovations for the principal building include the erection of a three-story addition off of the rear, allowing for the reconfiguration and enlargement of the three existing dwelling units, by approximately 6 feet in depth/length, thereby making such units more functional under current standards of living. Even with the proposed rear addition, the principal building will be shorter than the immediately adjacent residence to the south and more moderate than the three-story open porch structure off of the rear of the immediately adjacent multi-family residential building to the north. Towards these same ends, the *rear yard open space* (with the addition) is consistent and compatible with the rear yard conditions of the other existing residential improvements on the block, most of which do NOT maintain 10 feet by 10 feet of unobstructed grade level open space at the rear.

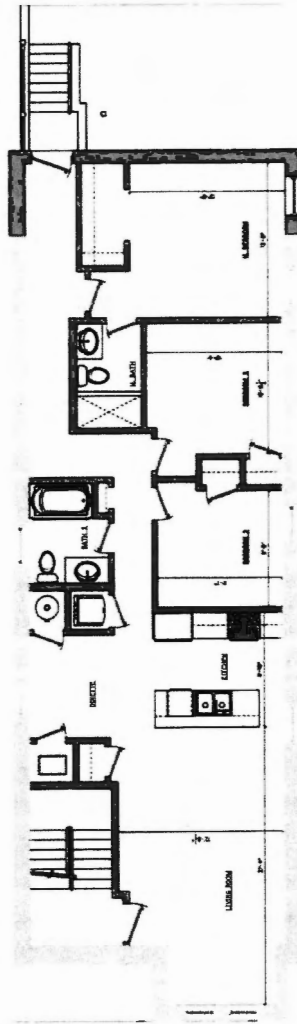
Final for Publication

2113 N. KENMORE- PROPOSED SITE PLAN- PROPOSED ZONING INFO.



Final for Publication

2113 N. KENMORE-- PROPOSED PLAN FRONT & REAR BUILDING

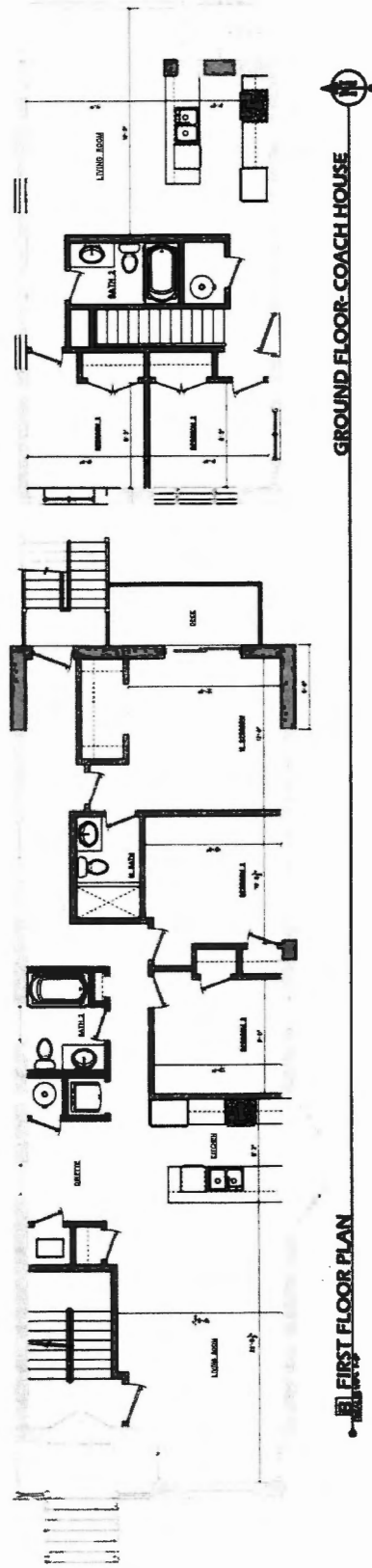


BASEMENT FLOOR PLAN

NO COACH HOUSE AT THIS LEVEL

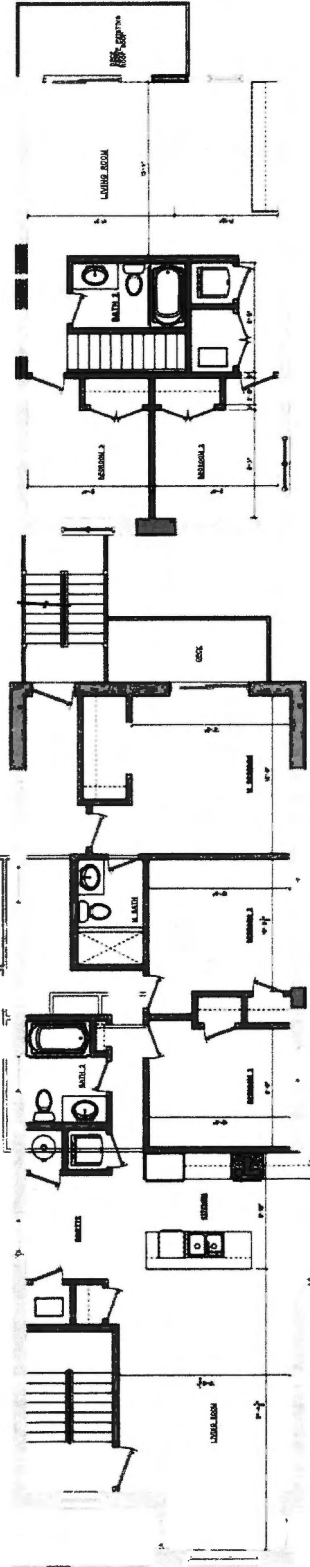
Final for Publication

2113 N. KENMORE - PROPOSED PLAN FRONT & REAR BUILDING



Final for Publication

2113 N. KENMORE- PROPOSED PLAN FRONT & REAR BUILDING



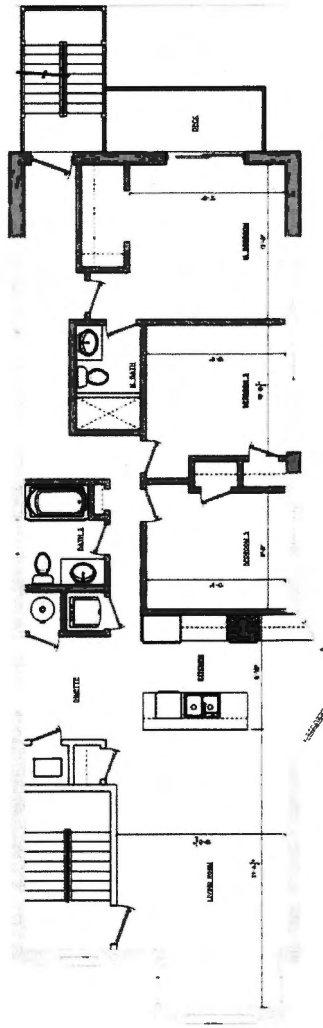
• SECOND FLOOR PLAN

• SECOND FLOOR- COACH HOUSE



Final for Publication

2113 N. KENMORE-- PROPOSED PLAN FRONT & REAR BUILDING





 NO. COACH HOUSE AT THIS LEVEL



 THIRD FLOOR PLAN

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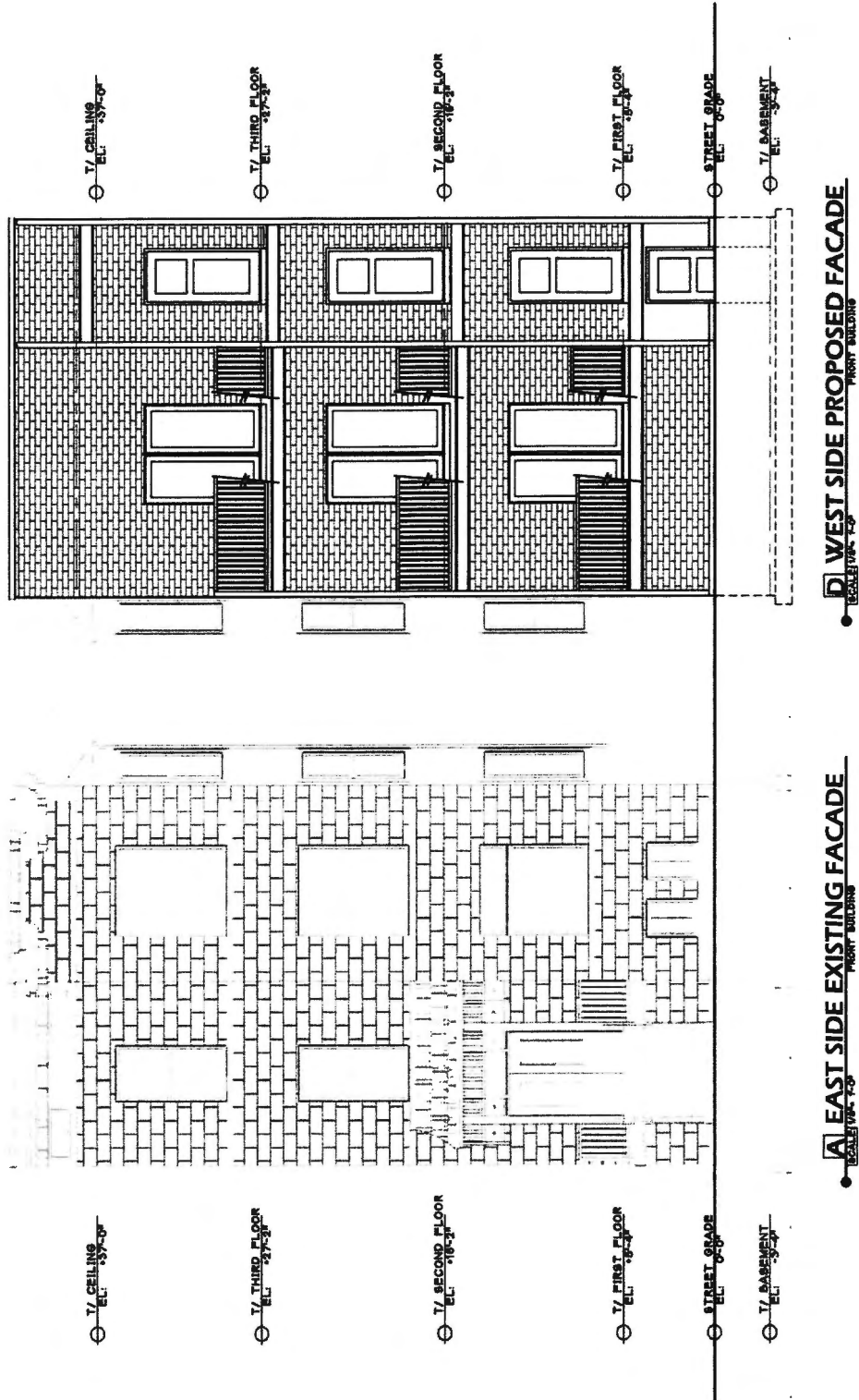
2113 N. KENMORE- PROPOSED PLAN FRONT & REAR BUILDING



ROOF DECK

Final for Publication

2113 N. KENMORE-PROPOSED ELEVATIONS

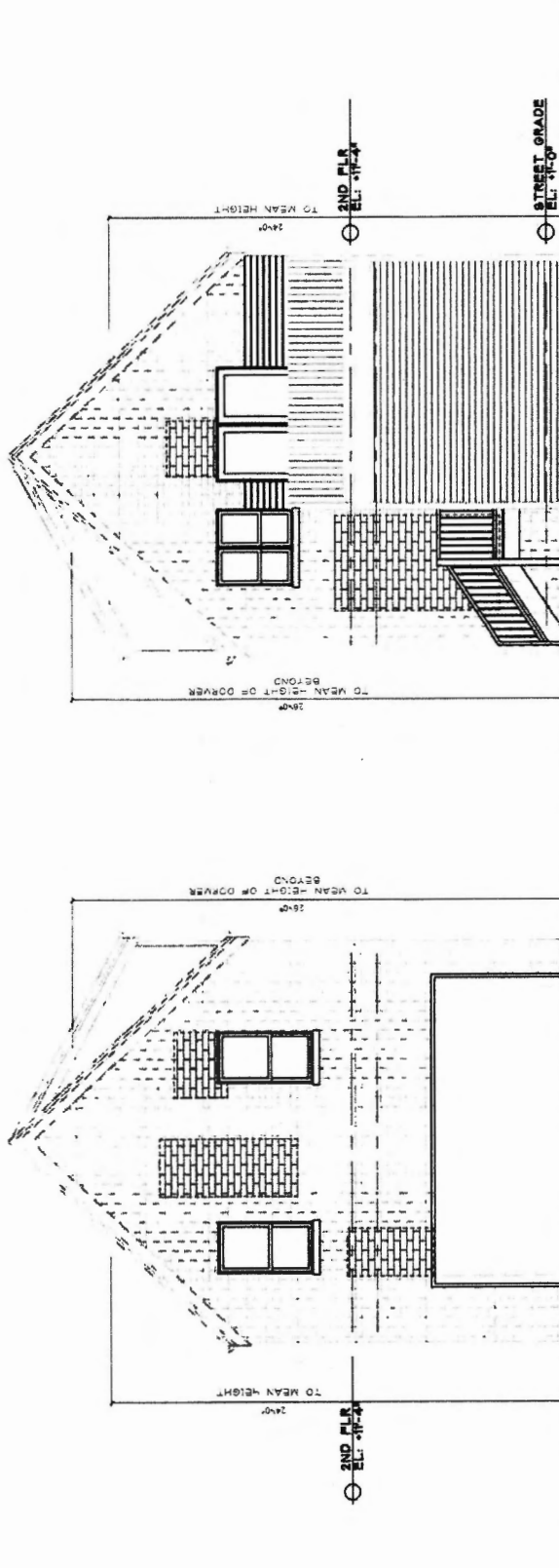


A EAST SIDE EXISTING FACADE
PROPOSED BUILDING

D WEST SIDE PROPOSED FACADE
PROPOSED BUILDING

Final for Publication

2113 N. KENMORE- PROPOSED ELEVATIONS

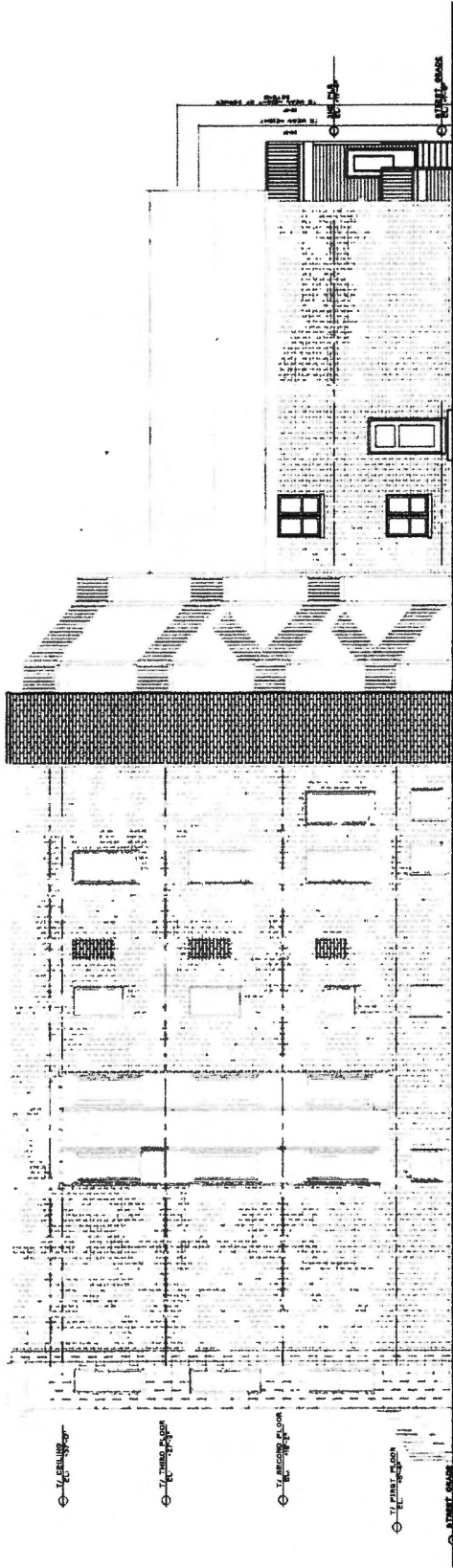


WEST SIDE PROPOSED FACADE
SCALE: 1/8" = 1'-0"
REAR BUILDING

EAST SIDE PROPOSED FACADE
SCALE: 1/8" = 1'-0"
REAR BUILDING

Final for Publication

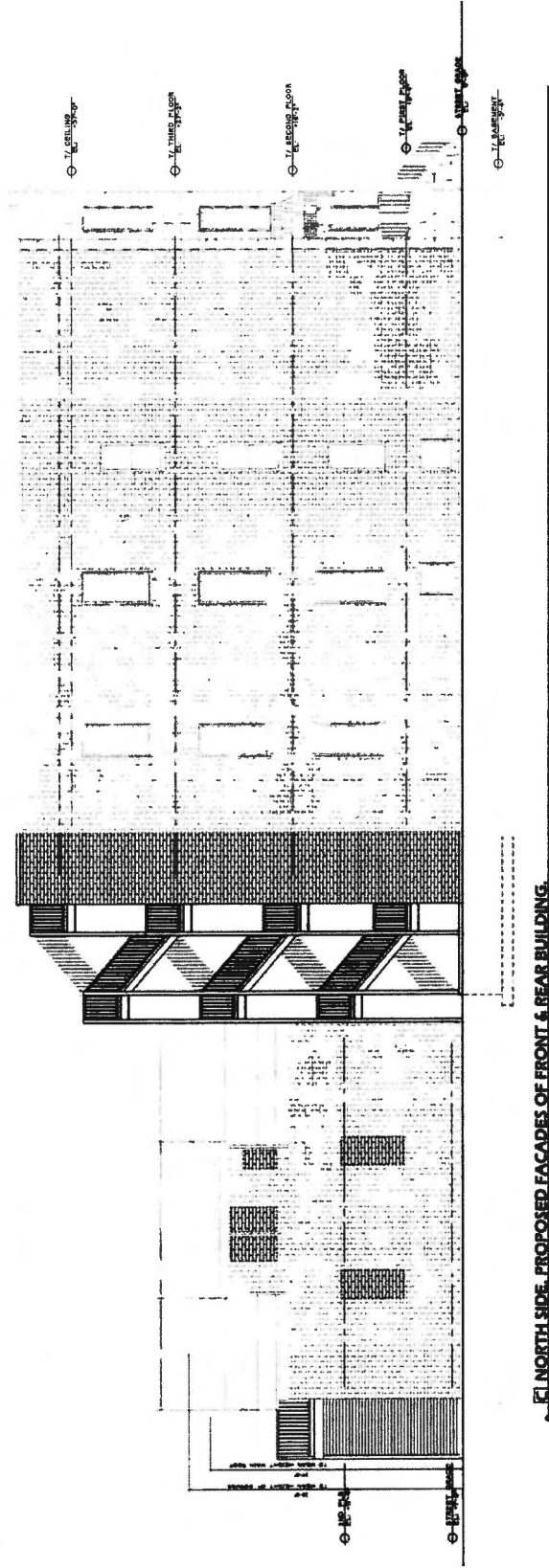
2113 N. KENMORE- PROPOSED ELEVATIONS



1-1 SOUTH SIDE, PROPOSED FACADES OF FRONT & REAR BUILDING.

Final for Publication

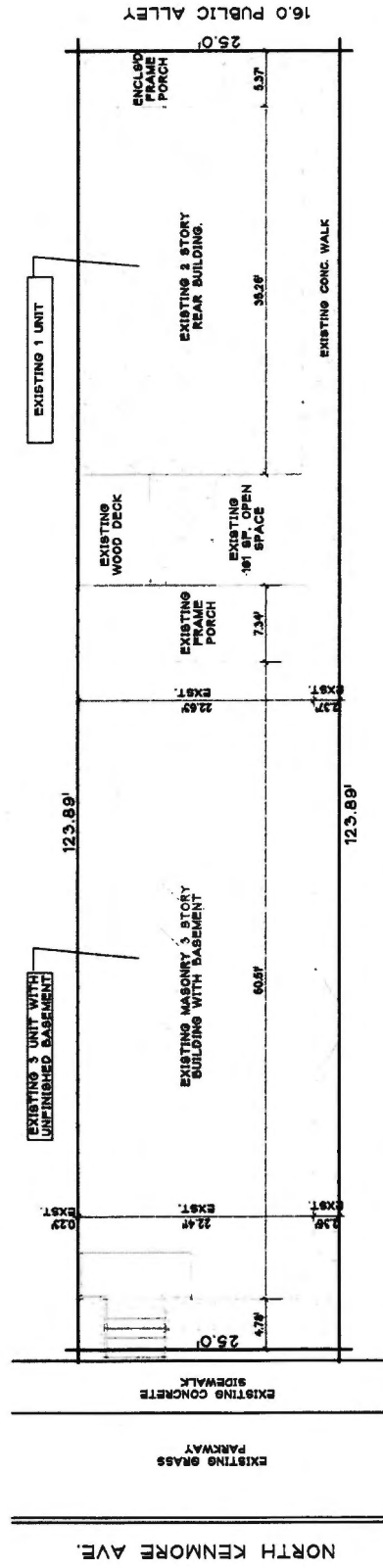
2113 N. KENMORE- PROPOSED ELEVATIONS



NORTH SIDE, PROPOSED FACADES OF FRONT & REAR BUILDING

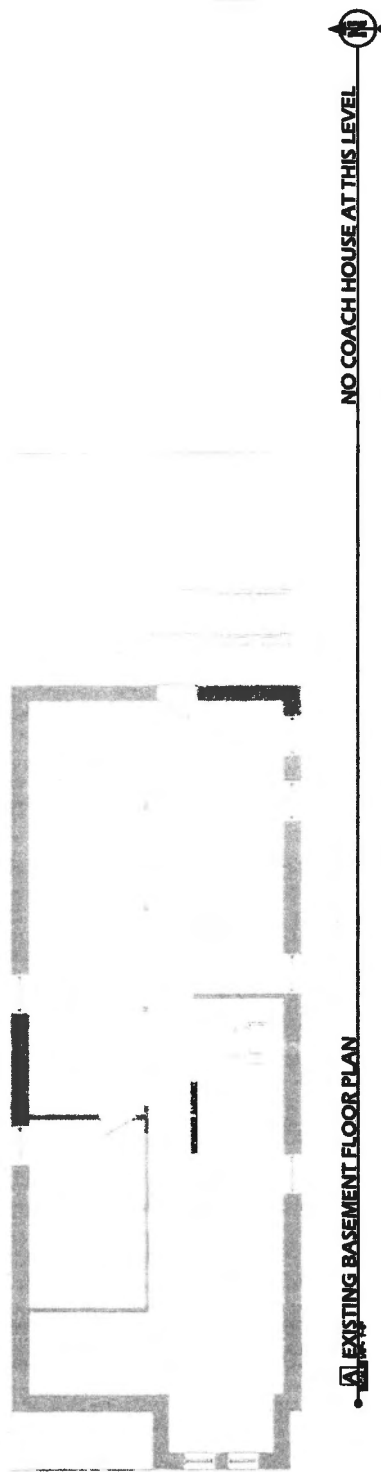
Final for Publication

2113 N. KENMORE- EXISTING SITE PLAN- EXISTING ZONING INFO.



Final for Publication

2113 N. KENMORE- EXISTING PLAN FRONT & REAR BUILDING

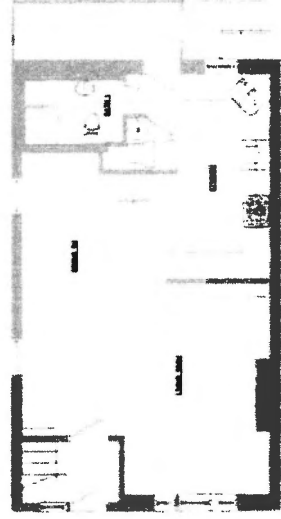


Final for Publication

2113 N. KENMORE- EXISTING PLAN FRONT & REAR BUILDING



EXISTING FIRST FLOOR PLAN

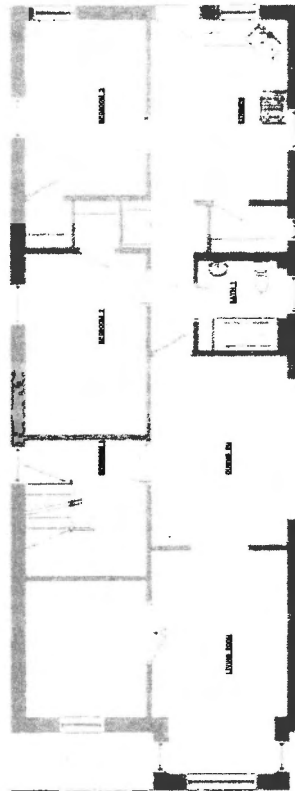


EXISTING GROUND FLOOR- COACH HOUSE

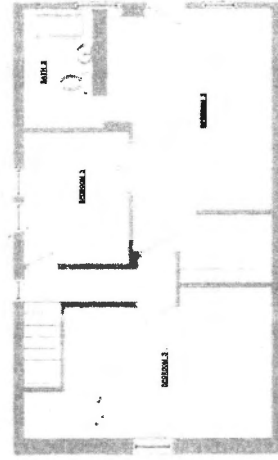


Final for Publication

2113 N. KENMORE- EXISTING PLAN FRONT & REAR BUILDING



EXISTING SECOND FLOOR PLAN



EXISTING SECOND FLOOR- COACH HOUSE

Final for Publication

2113 N. KENMORE- EXISTING PLAN FRONT & REAR BUILDING



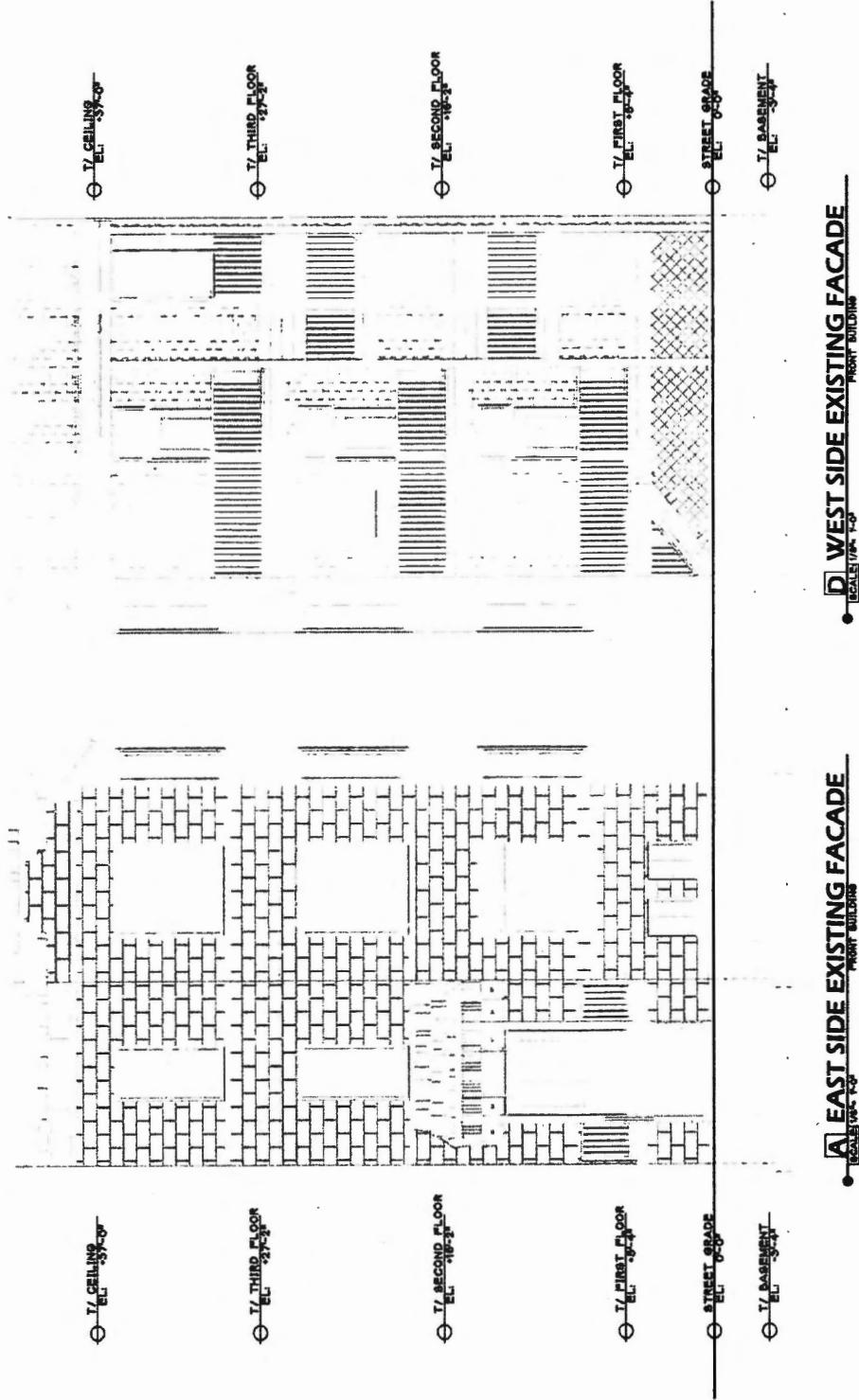
EXISTING THIRD FLOOR PLAN

NO COACH HOUSE AT THIS LEVEL



Final for Publication

2113 N. KENMORE - EXISTING ELEVATIONS

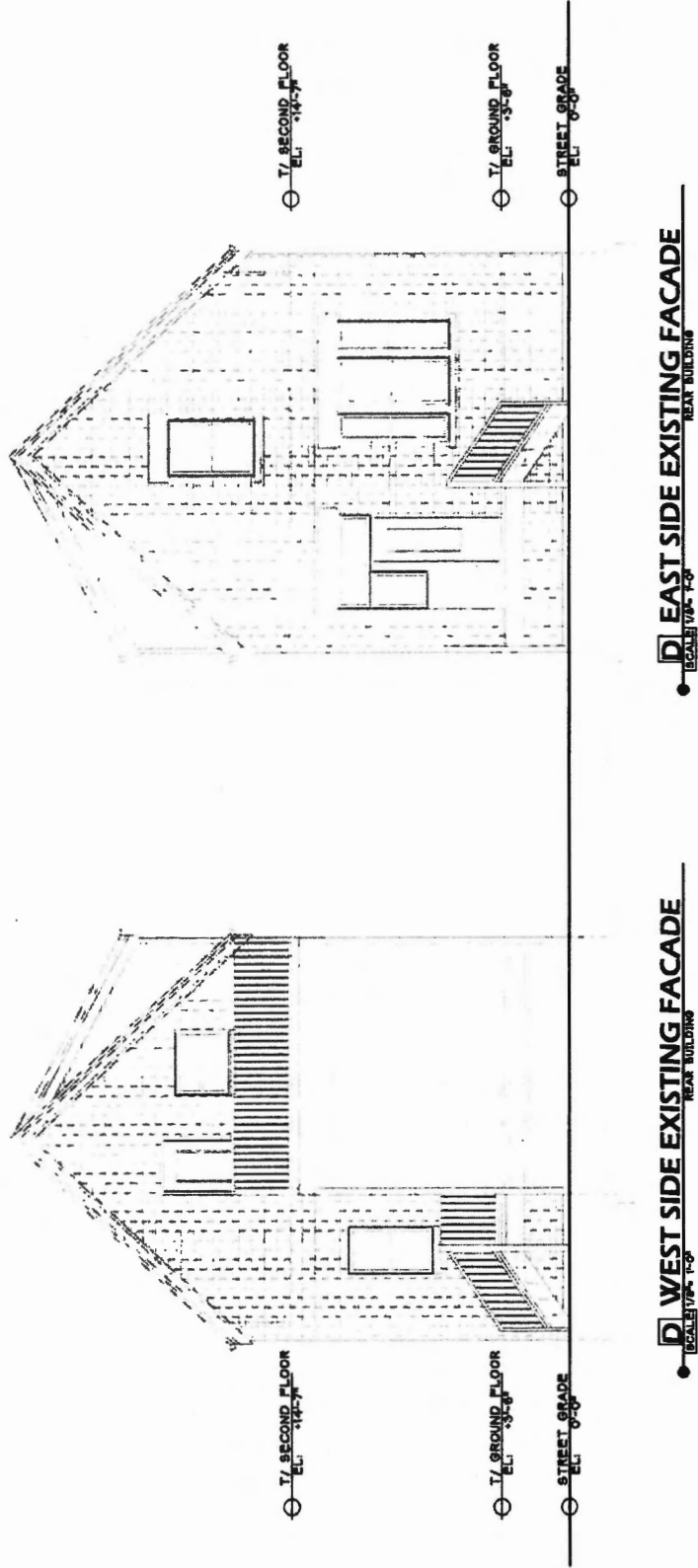


A EAST SIDE EXISTING FACADE
SCALE: 1/8" = 1'-0"
PROFIT BUILDING

D WEST SIDE EXISTING FACADE
SCALE: 1/8" = 1'-0"
PROFIT BUILDING

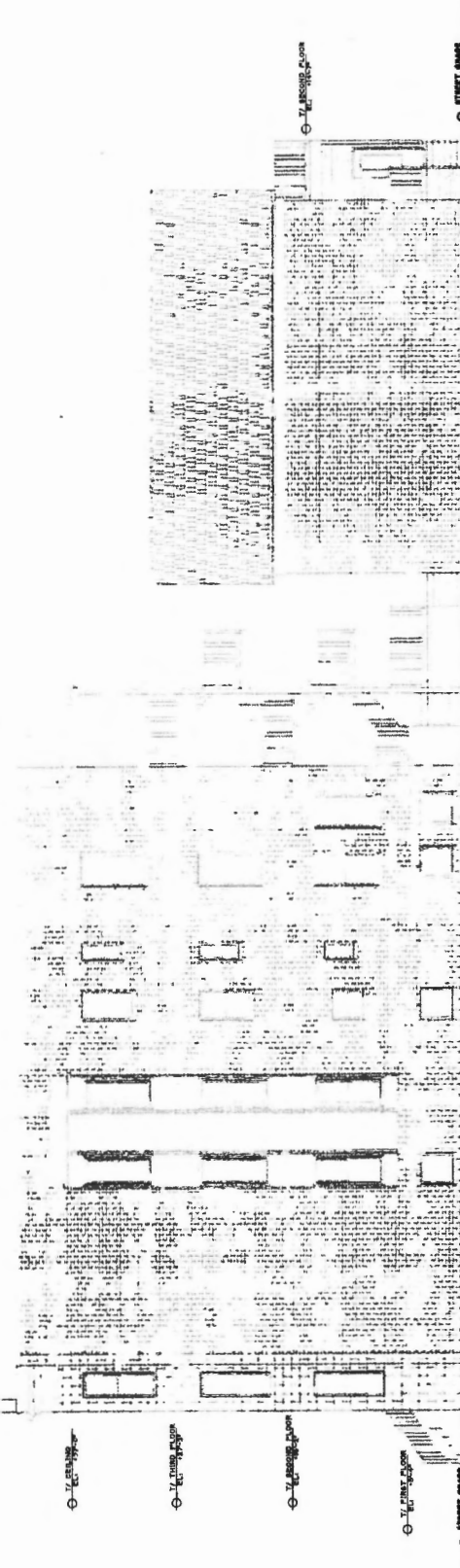
Final for Publication

2113 N. KENMORE- EXISTING ELEVATIONS



Final for Publication

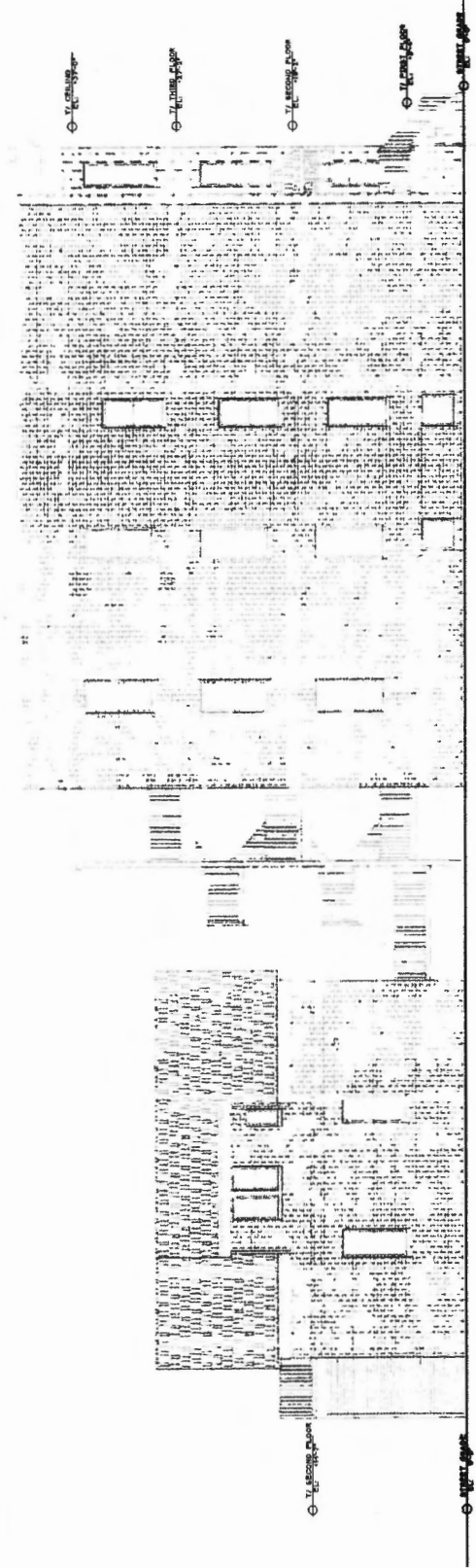
2113 N. KENMORE— EXISTING ELEVATIONS



EXISTING FACADES OF FRONT & REAR BUILDING.

Final for Publication

2113 N. KENMORE— EXISTING ELEVATIONS



• NORTH SIDE. EXISTING FACADES OF FRONT & REAR BUILDING.

Final for Publication

PROFESSIONALS ASSOCIATED - MM SURVEY CO.

BOUNDARY * ALTA * TOPOGRAPHIC * CONDOMINIUM SURVEYS
7100 NORTH TRIPP AVENUE, LINCOLNWOOD, ILLINOIS

PROFESSIONAL DESIGN FIRM NO. 184-003023

PROFESSIONALS ASSOCIATED
PHONE: (847) 675-3000
FAX: (847) 675-2167
E-MAIL: pa@professionalsassociated.com
www.professionalsassociated.com

MM SURVEY
PHONE: (773) 282-5900
FAX: (773) 282-9424
E-MAIL: info@MMSurveyingChicago.com
www.mmsurveyingchicago.com

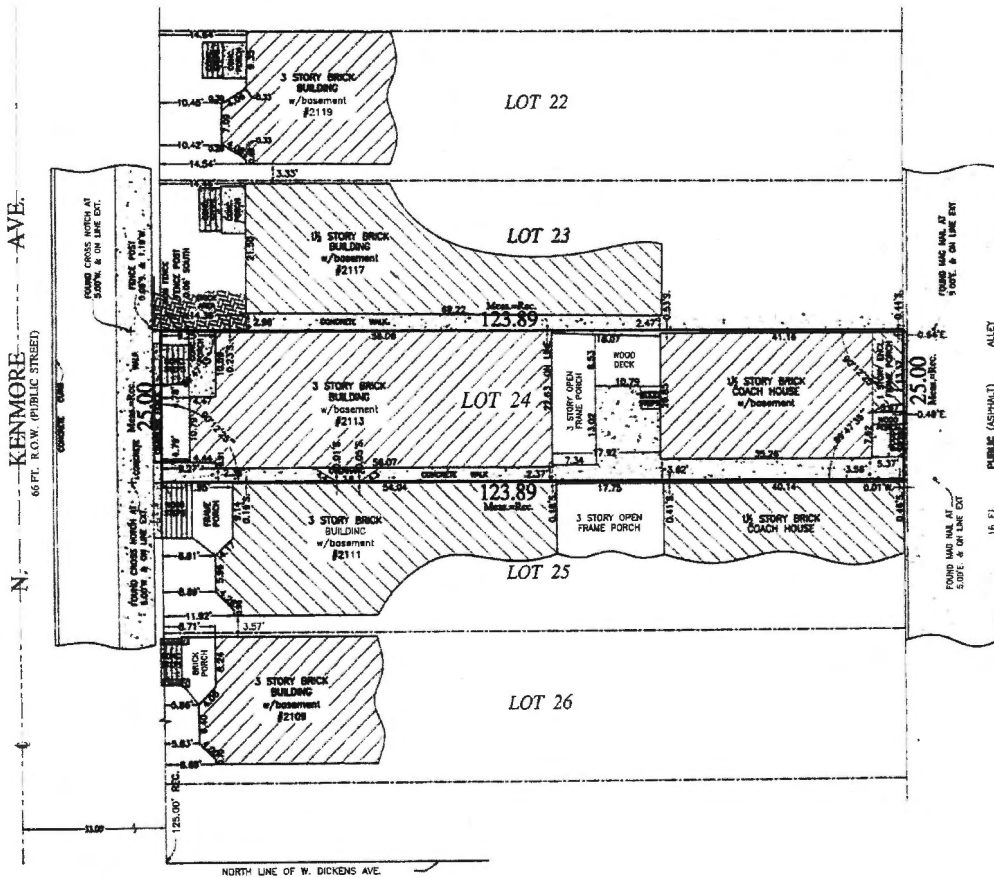
PLAT OF SURVEY

OF



LOT 24 IN THE SUBDIVISION OF BLOCK 2 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 3,097 sq. ft. = 0.071 acre, more or less
COMMONLY KNOWN AS: 2113 N. KENMORE AVE., CHICAGO, IL. 60614



THE LEGAL DESCRIPTION SHOWN ON THIS PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING. BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT

Order No. **108981**
Scale: 1 inch = 16 feet
Date of Field Work: **JUNE 28, 2024**
Ordered by: **ALEXANDER STOYKOV**
RE: #107702



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THIS SURVEY HAS BEEN ORDERED FOR A BOUNDARY SURVEY. DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois
County of Cook
We, PROFESSIONALS ASSOCIATED - MM SURVEY CO. do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.
Date: JULY 03, 2024
Paul Jaro LIC NO. 035-3927
IL PROP. LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2024
DRAWN BY: AE

Reclassification Of Area Shown On Map No. 5-J.

(As Amended)

(Application No. 22550T1)

(Common Address: 1649 N. Spaulding Ave.)

[SO2024-0012505]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 5-J in the area bounded by:

a line 81.00 feet south of and parallel to West Wabansia Avenue; the public alley next east of and parallel to North Spaulding Avenue; a line 108.00 feet south of and parallel to West Wabansia Avenue; and North Spaulding Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Certificate; Existing Basement, First and Second Floor Plans; Demolition and Proposed Basement Floor Plans; Exterior Wall Section -- Masonry Existing Wall; and Plat of Survey attached to this ordinance printed on pages 20010 through 20016 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

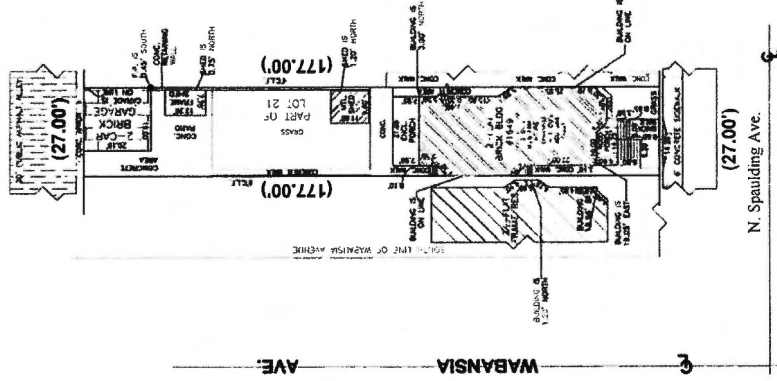
Amended to be a Type 1 Zoning Map Amendment
Narrative and Plans
For 1649 N. Spaulding Avenue, Chicago, IL.
From RS-3 to RT-3.5

The subject property is improved with a 2-story 2-flat building with a basement that previously contained a separate apartment. The applicant needs a zoning change to an RT-3.5 district to comply with the bulk and density standards to re-establish that basement apartment for a total of three dwelling units in the existing building. This is interior remodeling only. The floor area of the building is not being increased from what is already existing.

- A. A basement apartment is proposed to be added to an existing 2-flat building for a total of three dwelling units in the existing building.
- B. The existing floor area ratio is 1.29. The floor area of the building is not being increased from what is already existing.
- C. Project lot area is 4,779 SF and the lot area per dwelling unit is 1,593 SF.
- D. Off-street parking will be 2 parking spaces.
- E. Setbacks:
 - Front – 20'
 - Side – Zero
 - Side – Zero
 - Rear – 30'
- F. Building height – 30'

Final for Publication

1649 N. Spaulding Ave.
2 DU's, 2 Flat Residence+ADU
Basement Remodeling Project
1649 N. Spaulding St., Chicago, IL



2018 Chicago Electrical Code
All wiring shall conform to the 2018 Chicago Electrical Code, as amended.

- 1. All electrical work shall conform to the 2018 Chicago Electrical Code, as amended.
- 2. All electrical work shall be done in accordance with the National Electrical Code, as amended.
- 3. All electrical work shall be done in accordance with the Chicago Electrical Code, as amended.

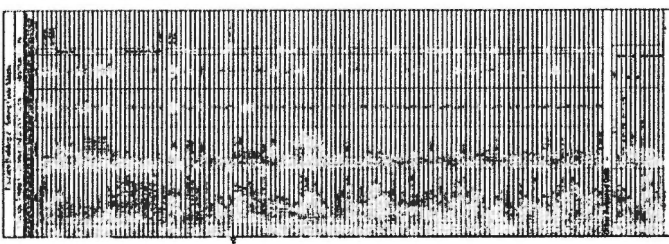


Table with 2 columns: Description, Status. Includes items like 'Building Violations'.

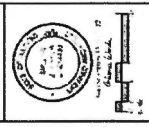
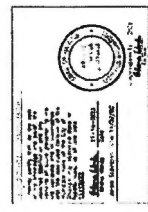
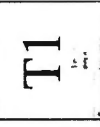
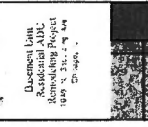


Table with 2 columns: Description, Status. Includes items like 'Basement Remodeling Project'.



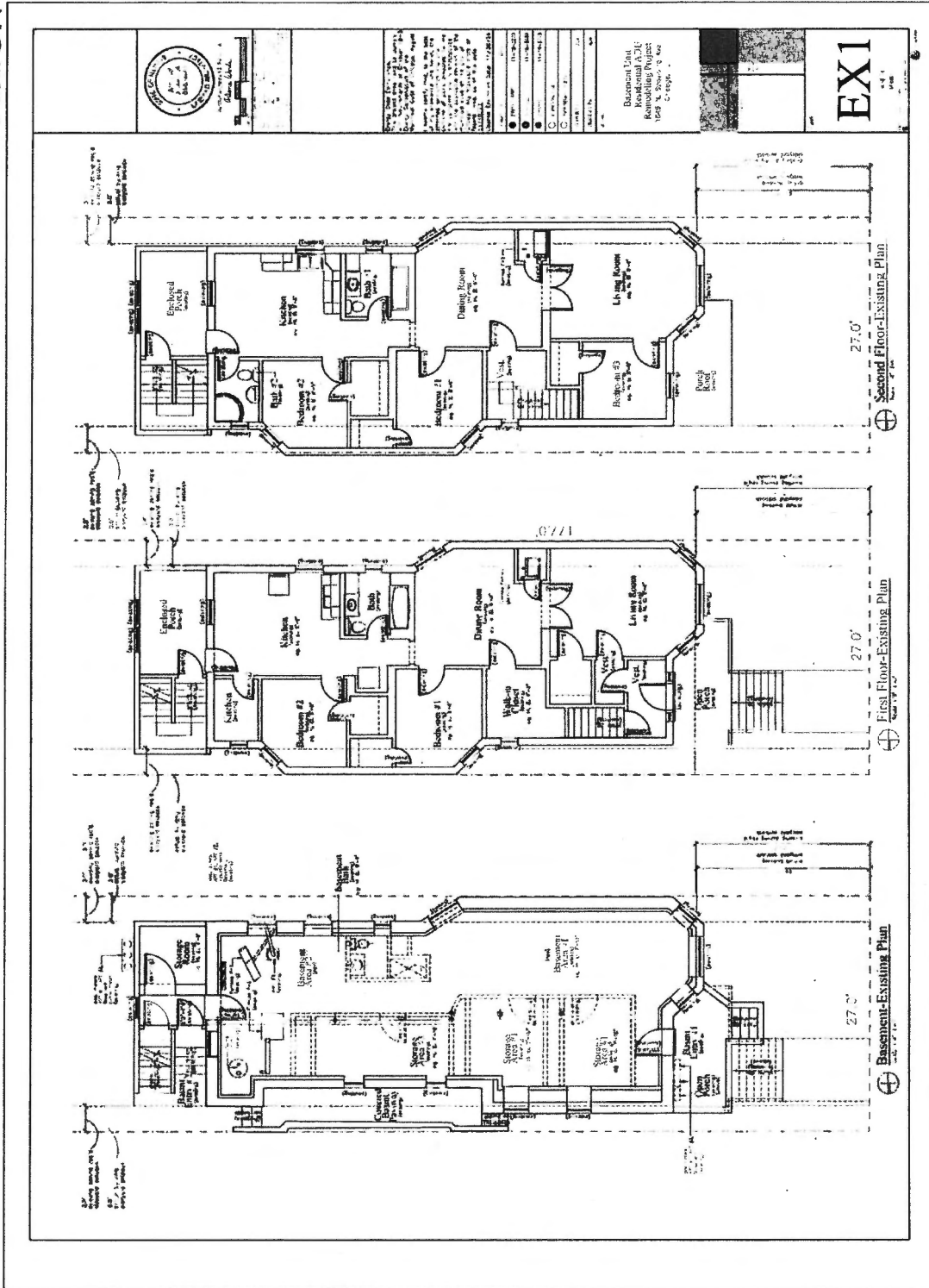
Site Plan
10/21/24

Final for Publication

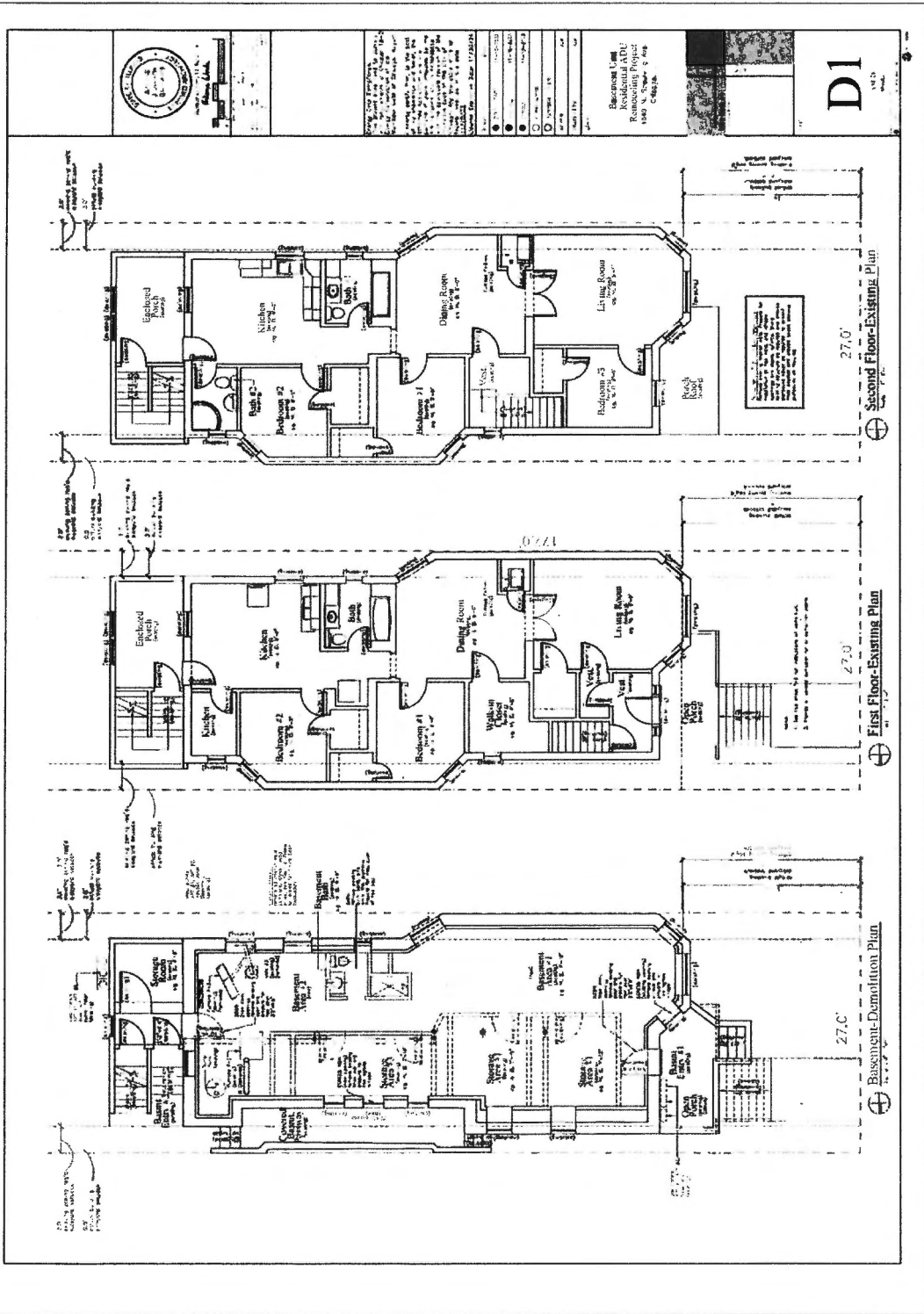
<p>DEPARTMENT OF BUILDINGS Certificate of Recordation Program Professional Recordation Statement</p> <p>STATE OF NEW YORK COUNTY OF ALBANY</p> <p>PROJECT NO. 20011</p> <p>PROJECT NAME</p> <p>PROJECT ADDRESS</p> <p>PROJECT CITY</p> <p>PROJECT ZIP</p> <p>PROJECT DATE</p> <p>PROJECT TYPE</p> <p>PROJECT DESCRIPTION</p> <p>PROJECT OWNER</p> <p>PROJECT CONTACT</p> <p>PROJECT PHONE</p> <p>PROJECT FAX</p> <p>PROJECT EMAIL</p> <p>PROJECT WEBSITE</p> <p>PROJECT SOCIAL MEDIA</p> <p>PROJECT OTHER INFORMATION</p> <p>PROJECT NOTES</p> <p>PROJECT SIGNATURE</p> <p>PROJECT DATE</p>		<p>DEPARTMENT OF BUILDINGS Certificate of Recordation Program Professional Recordation Statement</p> <p>STATE OF NEW YORK COUNTY OF ALBANY</p> <p>PROJECT NO. 20011</p> <p>PROJECT NAME</p> <p>PROJECT ADDRESS</p> <p>PROJECT CITY</p> <p>PROJECT ZIP</p> <p>PROJECT DATE</p> <p>PROJECT TYPE</p> <p>PROJECT DESCRIPTION</p> <p>PROJECT OWNER</p> <p>PROJECT CONTACT</p> <p>PROJECT PHONE</p> <p>PROJECT FAX</p> <p>PROJECT EMAIL</p> <p>PROJECT WEBSITE</p> <p>PROJECT SOCIAL MEDIA</p> <p>PROJECT OTHER INFORMATION</p> <p>PROJECT NOTES</p> <p>PROJECT SIGNATURE</p> <p>PROJECT DATE</p>
<p>DEPARTMENT OF BUILDINGS Certificate of Recordation Program Professional Recordation Statement</p> <p>STATE OF NEW YORK COUNTY OF ALBANY</p> <p>PROJECT NO. 20011</p> <p>PROJECT NAME</p> <p>PROJECT ADDRESS</p> <p>PROJECT CITY</p> <p>PROJECT ZIP</p> <p>PROJECT DATE</p> <p>PROJECT TYPE</p> <p>PROJECT DESCRIPTION</p> <p>PROJECT OWNER</p> <p>PROJECT CONTACT</p> <p>PROJECT PHONE</p> <p>PROJECT FAX</p> <p>PROJECT EMAIL</p> <p>PROJECT WEBSITE</p> <p>PROJECT SOCIAL MEDIA</p> <p>PROJECT OTHER INFORMATION</p> <p>PROJECT NOTES</p> <p>PROJECT SIGNATURE</p> <p>PROJECT DATE</p>		<p>DEPARTMENT OF BUILDINGS Certificate of Recordation Program Professional Recordation Statement</p> <p>STATE OF NEW YORK COUNTY OF ALBANY</p> <p>PROJECT NO. 20011</p> <p>PROJECT NAME</p> <p>PROJECT ADDRESS</p> <p>PROJECT CITY</p> <p>PROJECT ZIP</p> <p>PROJECT DATE</p> <p>PROJECT TYPE</p> <p>PROJECT DESCRIPTION</p> <p>PROJECT OWNER</p> <p>PROJECT CONTACT</p> <p>PROJECT PHONE</p> <p>PROJECT FAX</p> <p>PROJECT EMAIL</p> <p>PROJECT WEBSITE</p> <p>PROJECT SOCIAL MEDIA</p> <p>PROJECT OTHER INFORMATION</p> <p>PROJECT NOTES</p> <p>PROJECT SIGNATURE</p> <p>PROJECT DATE</p>

T2

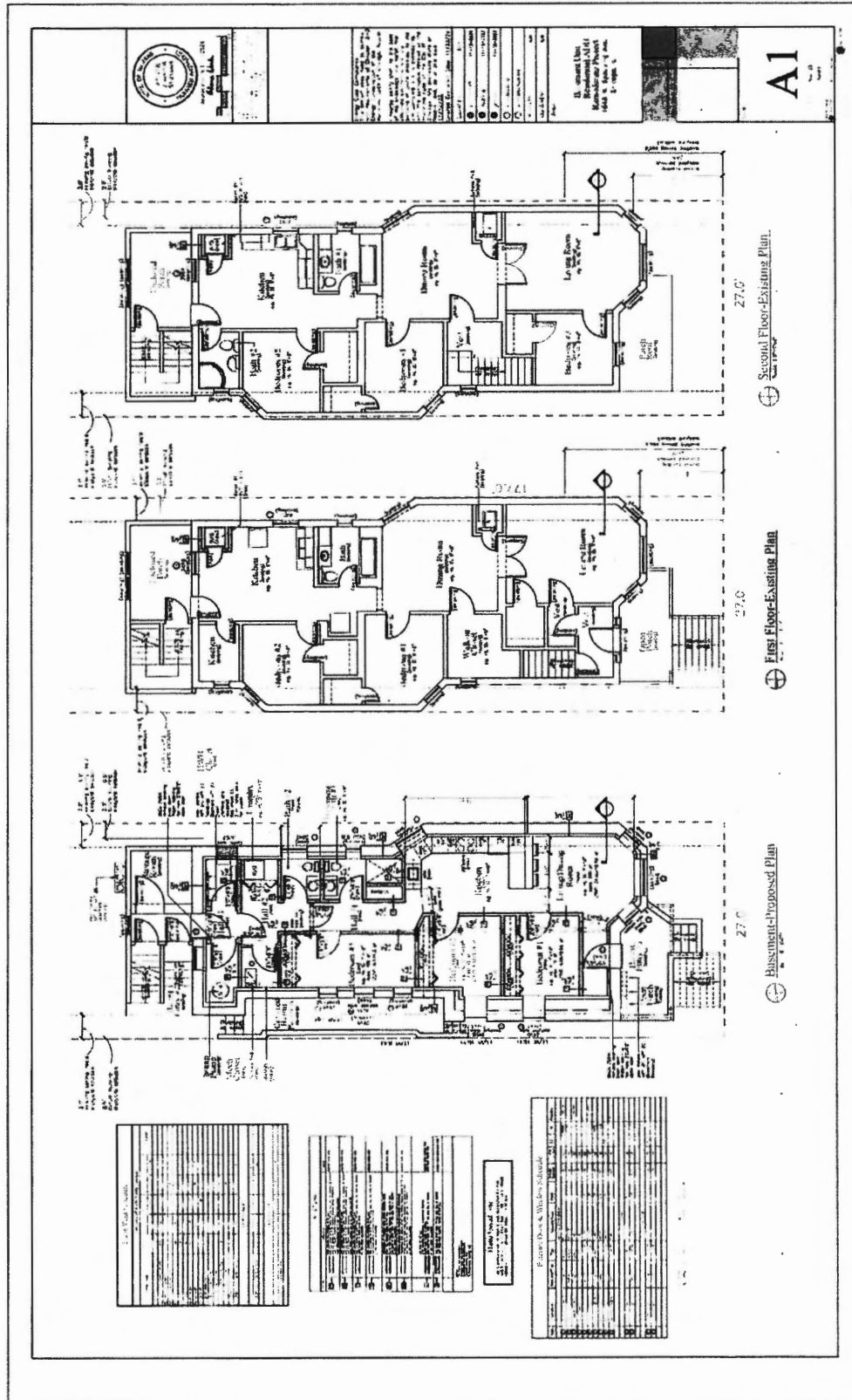
Final for Publication



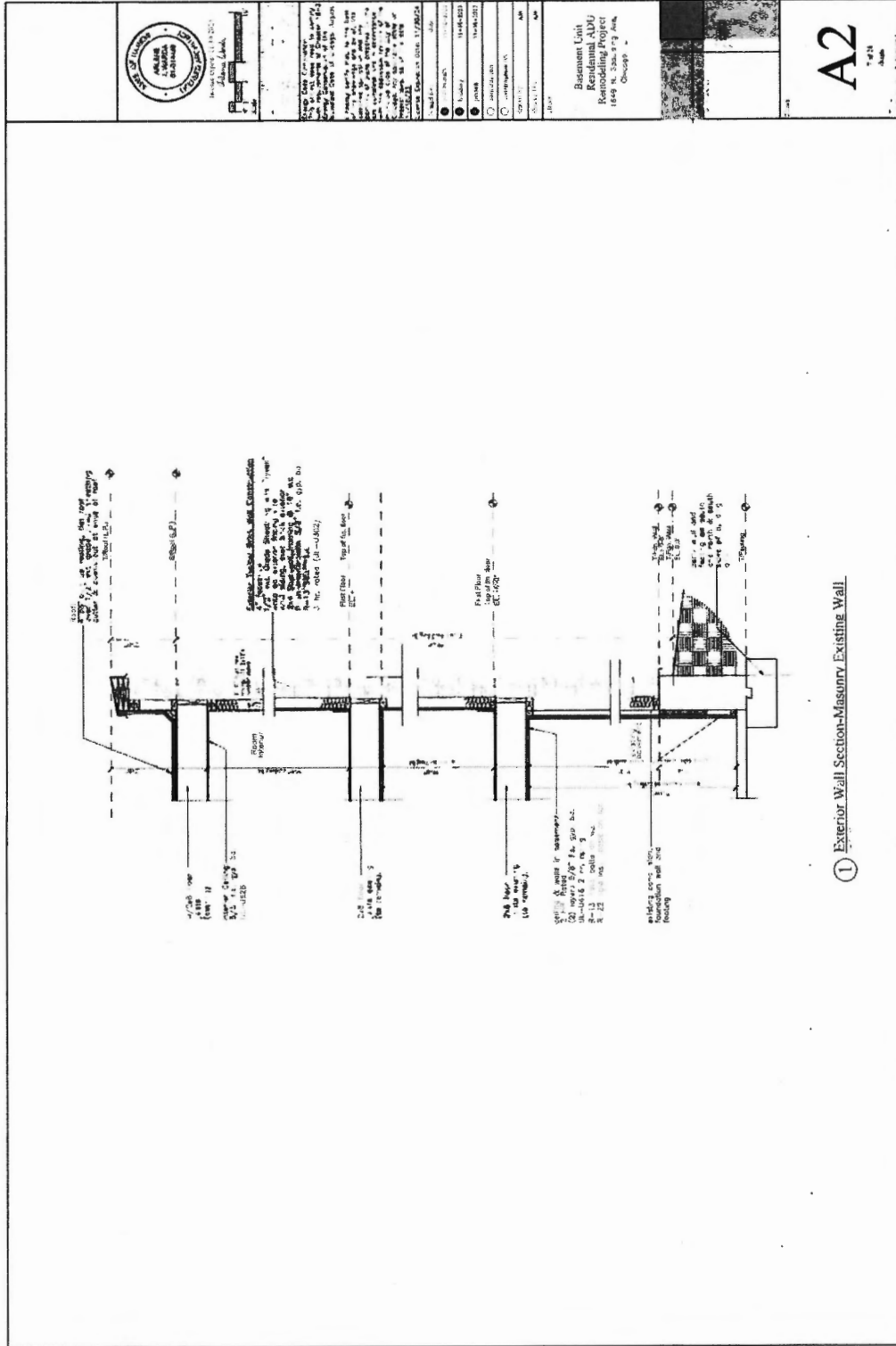
Final for Publication



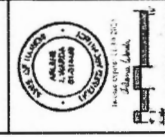
Final for Publication



Final for Publication



① Exterior Wall Section-Masonry Existing Wall



PROJECT NO. 2024-001
 SHEET NO. 1 OF 1
 DATE: 10/30/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Project Name]
 CLIENT: [Client Name]
 ADDRESS: [Address]
 CITY: [City]

Basement Unit
 Remodeling ADU
 Remodeling Project
 1848 N. State St. #2
 Chicago, IL



A2

Final for Publication



L. R. PASS & ASSOCIATES
Professional Land Surveyors

Plat of Survey
Topography
Mortgage
Inspection
Condominiums
Land Development
Legal Descriptions

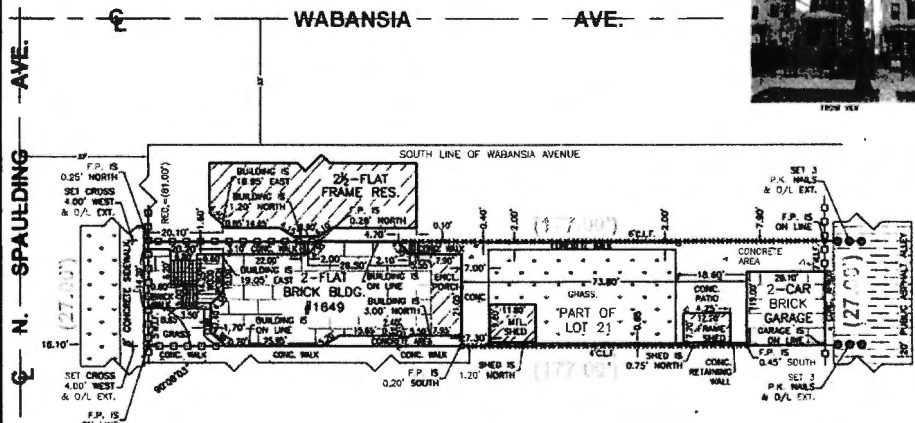
THE SOUTH 1/4 OF LOT 21 IN BLOCK 23 IN SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(COMMONLY KNOWN AS: 1849 N. SPAULDING AVE., CHICAGO, IL 60636)

AREA= 4779.00 SQ. FT. (MORE OR LESS)
PERIMETER= 408 FT. (MORE OR LESS)
ACREAGE= 0.1097107 (MORE OR LESS)



SCALE: 1"=20'



UNLESS REQUESTED OTHERWISE (BY THE CLIENT OR HIS/HER AGENT) MONUMENTS OR WITNESS POINTS SHALL BE SET FOR ALL ACCESSIBLE CORNERS OF THE SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS. ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-0003083.

P.O. Box 43539
Chicago, Illinois 60643
TEL: (773) 778-1700 Fax: (773) 778-9143
E-mail: lrp@lrapass.com

SONIA VEGA
P.L.N.# 13-35-422-003-0000
CHECKED BY: L.R.P. FIELD DATE: 08-01-2023
BOOK NO.: G.P. SURVEYOR: D.S.

COMPARE ALL POINTS BEFORE BUILDING. IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. CRITICAL FIELD MONUMENTATION SHOULD BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF ANY AND ALL CONSTRUCTION. PLEASE REFER TO DEED, TITLE POLICY AND/OR LOCAL ORDINANCES FOR BUILDING LINE RESTRICTIONS AND/OR EASEMENTS NOT SHOWN HEREON. PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND IMMEDIATELY REPORT ANY DISCREPANCY TO THE SURVEYOR FOR EXPLANATION AND/OR CORRECTION. ALL DIMENSIONS AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.



- LEGEND**
- METAL FENCE
 - ▨ PLASTIC FENCE
 - FENCE POST (F.P.)
 - "MAG" NAIL SET
 - SET IRON PIPE
 - IRON PIPE FOUND
 - + CUT CROSS- FOUND OR SET
 - PROPERTY LINE
 - (140.45) RECORDED DATA
 - 140.45 MEASURED DIMENSION
 - ⊖ NOTCH
 - W WOOD & METAL FENCE (W.M.F.)
 - W WOOD FENCE (W.F.)
 - X CHAIN LINK FENCE (C.L.F.)
 - ⊠ WROUGHT IRON FENCE (W.I.F.)
 - S NAILS (SET)

WE, L.R. PASS & ASSOCIATES, P.C., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 28th DAY OF AUGUST 2023
LICENSE EXPIRATION DATE: 11/30/24

J.R. © 2023 L.R. PASS & ASSOCIATES P.C. ALL RIGHTS RESERVED.

Reclassification Of Area Shown On Map No. 5-K.
(Application No. 22559)
(Common Address: 4116 W. North Ave.)

[O2024-0012521]

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 5-K in the area bounded by:

the public alley next north of and parallel to West North Avenue; a line 108 feet east of and parallel to North Kedvale Avenue; West North Avenue; and a line 83 feet east of and parallel to North Kedvale Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 6-I.
(Application No. 22544T1)
(Common Address: 2437 S. Troy St.)

[O2024-0012334]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 6-I in the area bounded by:

a line 232.00 feet north of and parallel to West 25th Street; the public alley next east of and parallel to South Troy Street; a line 208 feet north of and parallel to West 25th Street; and South Troy Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Zoning Analysis; Site Plan; Front and Rear Building Demolition Plans; Front and Rear Building Proposed Plans; Front and Rear Building Elevations; and Wall Sections attached to this ordinance printed on pages 20021 through 20028 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR 2437 SOUTH TROY STREET, CHICAGO

The subject property is currently improved with 2 residential buildings on one zoning lot. The front building has 3 existing dwelling units, and the rear building has 2 existing dwelling units. Since there is no permit record for 2 of the existing units, the Applicant needs a zoning change to comply with the standards and the bulk and density requirements of the RM5 Residential Multi-Unit District to obtain permit to convert from 3 dwelling units at the property to 5 dwelling units within the 2 existing buildings at the property. The rear enclosed porch of the rear building will be replaced with a new addition of the same size and location. The front building will continue with 3 dwelling units and the rear building will continue with 2 dwelling units.

Project Description:	Zoning Change from an RT4 Residential Two-Flat, Townhouse and Multi-Unit District to an RM5 Residential Multi-Unit District
Use:	2 Residential Buildings; front building will continue with 3 dwelling units and the rear building will continue with 2 dwelling units.
Lot Area:	24' x 127.10' = 3,050.40 SF (recorded measurements)
Floor Area Ratio:	Existing 1.9
Floor Area:	Existing 5,731.80 SF (both buildings see plans attached)
Density:	610 Square Feet per DU Unit
Off- Street parking:	Parking spaces: 2 existing (<i>see below request for variation</i>)
Setbacks:	Existing Front: 7.27' Existing Side Setbacks: 0' on the north side and 1.84' on the south side (<i>see below request for variations</i>) Existing Rear: 18' (<i>see below request for variations</i>) Existing Rear Yard Open Space: zero (<i>see below request for variations</i>)

Final for Publication

Building Height:	Existing 34 Feet 4 Inches for both buildings
------------------	--

I. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:

(A) With this Type 1 Rezoning, the Applicant also seeks relief for variation under section 17-13-1101-C, from parking requirements of Section 17-10-0207-C – to reduce the on-site parking requirements by 2 parking spaces. The property and the existing units have been served by 2 existing parking spaces, which will continue. In alternative the Applicant is seeking an Administrative Adjustment under Section 17-10-0102-B to eliminate the additional parking requirements for this Transit Served Location which is within 2,640 feet from the Kedzie-Douglas Pink CTA line.

(B) The Applicant also seeks relief for variations under section 17-13-1101-B, from rear setback requirements of Section 17-2-0306-C – to reduce the required rear setback from 38.13 feet required to 18 feet existing; from side setback requirements of Section 17-2-0309 – to reduce the required side setbacks from 4.8’ combined total with neither required setback less than 2 feet to the existing 1.84’ combined with 0’ on the north side and 1.84’ on the south side; and variation from the rear yard open space requirements of Section 17-2-0307 to reduce the required rear yard open space from 325 square feet to zero existing.

In support of this request, the Applicant states the following:

1. Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is already improved with non-conforming older residential buildings which the Applicant is proposing to preserve and rehab, in line with the Zoning Ordinance purpose and intent.
2. The requested variations are further consistent with the stated purpose and intent of this Zoning Ordinance since this proposed rehab and corresponding variations relief are compatible with the existing land use pattern within the subject neighborhood. Both residential buildings were built more than 100 years ago and continued with the existing setbacks, rear yard open space and parking all these years without any detriment to surrounding properties. The newly rehabbed units will provide additional sustainable housing choices for the community.
3. Evidence of the Practical Difficulties or Particular Hardship is as follows:

Final for Publication

- The property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict standards of this Zoning Ordinance. Both buildings were built more than 100 years ago with these existing setbacks and parking, prior to the adoption of the current Zoning Ordinance and as such, these existing conditions have become legal non-conforming. The Applicant can not strictly comply with the current regulations of the Ordinance without demolishing the existing improvements which not only would be contrary to the intent of the Code, but it would cause great hardship for the Applicant.
- The practical difficulties and particular hardships are due to unique circumstances and are not generally applicable to other similarly situated properties. The reduction of the parking is in line with the City policies for transit served locations. The property is a narrow lot with only 24' of lot frontage, which also impacts the ability to comply with the current setback requirements. These proposed variations merely preserve the status quo at the property and maintain the existing setbacks.
- As such, these variations will not alter the essential character of the neighborhood, since not only these conditions have existed for more than 100 years but also there are other zoning lots within the neighborhood which do not strictly comply with the current setbacks or parking regulations. This proposed rehab project follows the existing land use patterns in the area.

Final for Publication


LEGEND

- WALLS / PARTIAL TO BE DEMOLISHED
- WALLS / PARTIAL TO BE RETAINED
- WALLS TO BE RETAINED
- FLOORING
- ROOF AND CEILING

DEMOLITION NOTES

1. STRUCTURE AND PARTS THEREOF TO BE DEMOLISHED AS SHOWN ON THESE PLANS.
2. DEMOLITION SHALL BE ACCORDING TO THE CHICAGO BUILDING DEPARTMENT'S DEMOLITION REGULATIONS.
3. DEMOLITION SHALL BE ACCORDING TO THE CHICAGO BUILDING DEPARTMENT'S DEMOLITION REGULATIONS.
4. DEMOLITION SHALL BE ACCORDING TO THE CHICAGO BUILDING DEPARTMENT'S DEMOLITION REGULATIONS.
5. DEMOLITION SHALL BE ACCORDING TO THE CHICAGO BUILDING DEPARTMENT'S DEMOLITION REGULATIONS.
6. DEMOLITION SHALL BE ACCORDING TO THE CHICAGO BUILDING DEPARTMENT'S DEMOLITION REGULATIONS.

ANGEL SIDA AIA
REGISTERED ARCHITECT
 1111 N. LA SALLE ST. SUITE 200
 CHICAGO, IL 60610
 (312) 467-1111

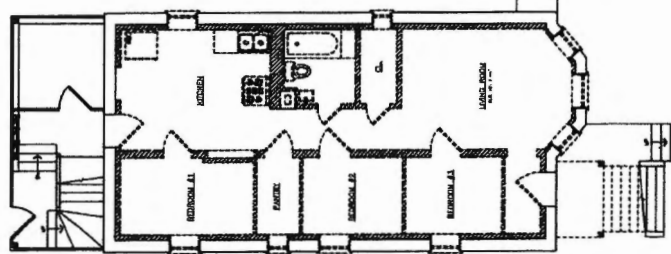


TROY ST RENOVATIONS
CHICAGO, ILLINOIS

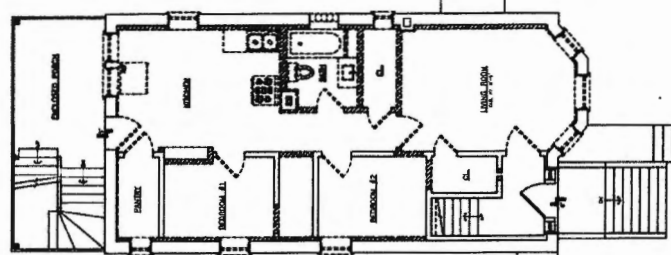
FRONT BUILDING DEMOLITION PLANS

DATE: 10/30/2024
 SHEET: D1.0

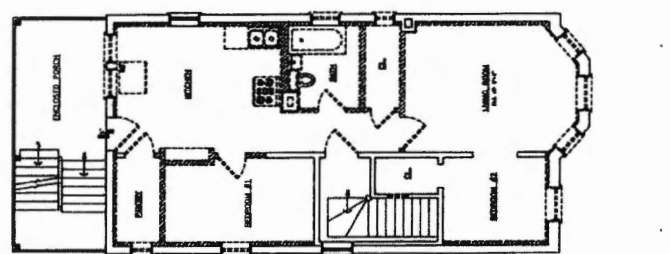
BASSEMENT DEMOLITION PLAN
SCALE: 1/8"=1'-0"



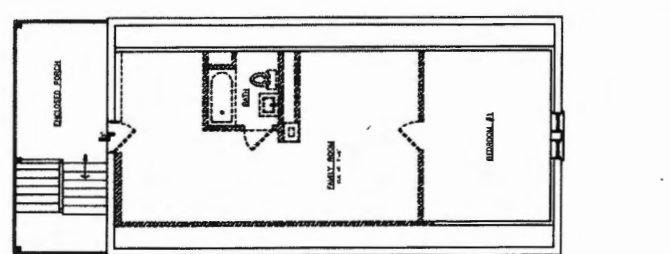
FIRST FLOOR DEMOLITION PLAN
SCALE: 1/8"=1'-0"



SECOND FLOOR DEMOLITION PLAN
SCALE: 1/8"=1'-0"



ATTIC DEMOLITION PLAN
SCALE: 1/8"=1'-0"



Final for Publication

LEGEND

- WALL / PARTITION TO BE DEMOLISHED
- - - - - PARTITION TO BE RECONSTRUCTED
- DOOR TO BE RECONSTRUCTED
- DOOR TO BE DEMOLISHED
- DOOR TO BE RECONSTRUCTED
- DOOR TO BE DEMOLISHED

DEMOLITION NOTES

1. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
2. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
3. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
4. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
5. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
6. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
7. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
8. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
9. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
10. EXISTING WALL PARTITION TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.

REAR BUILDING DEMOLITION PLANS

DATE: 10/30/2024

BY: [Signature]

SCALE: 1/4"=1'-0"

D1.0

TROY ST RENOVATIONS
202 S. TROY ST.
CHICAGO, IL 60604

ANGEL SIDA, AIA
111 S. WYOMING
CHICAGO, IL 60604
PH: 312.467.1234

SEAL

DATE: 10/30/2024

BY: [Signature]

Final for Publication


WALL LEGEND

- Existing Wall
- New Floor Wall
- New Exterior Wall
- Existing Wall

PLAN NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE TO BE CONCRETE UNLESS NOTED OTHERWISE.
3. ALL FLOORS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
4. ALL CEILING ARE TO BE 8" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
5. ALL ROOF ARE TO BE 6" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
6. ALL STAIRS ARE TO BE CONCRETE ON 4" THICK REINFORCED GRAVEL.
7. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
8. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
9. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
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14. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
15. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
16. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
17. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
18. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
19. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.
20. ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 4" THICK REINFORCED GRAVEL.

ANGEL SIDA, AIA
ARCHITECT



TROY ST RENOVATIONS
2024 S. TROY ST
CHICAGO, IL 60608

DATE: 10/30/2024

SCALE: 1/4" = 1'-0"

DATE: 10/30/2024

SCALE: 1/4" = 1'-0"

DATE: 10/30/2024

SCALE: 1/4" = 1'-0"

DATE: 10/30/2024

SCALE: 1/4" = 1'-0"

FRONT BUILDING PROPOSED PLANS

DATE: 10/30/2024

SCALE: 1/4" = 1'-0"

A1.0

Final for Publication

WALL LEGEND

- EXISTING WALL
- NEW FOUNDATION WALL
- NEW EXTERIOR WALL
- EXISTING LUG
- EXISTING WALL

PLAN NOTES

1. ALL ROOMS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
2. ALL WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
3. ALL FLOORS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
4. ALL CEILING SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
5. ALL ROOF SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
6. ALL EXTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
7. ALL INTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
8. ALL FLOORS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
9. ALL CEILING SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
10. ALL ROOF SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
11. ALL EXTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
12. ALL INTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
13. ALL FLOORS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
14. ALL CEILING SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
15. ALL ROOF SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
16. ALL EXTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
17. ALL INTERIOR WALLS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
18. ALL FLOORS SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
19. ALL CEILING SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.
20. ALL ROOF SHALL BE FINISHED TO FINISH LINE UNLESS NOTED OTHERWISE.

ANGEL SIDA, AIA
 ARCHITECT
 1111 N. LAKE ST. SUITE 200
 CHICAGO, ILLINOIS 60610
 (312) 555-1234

TROY ST RENOVATIONS
 CHICAGO, ILLINOIS

REAR BUILDING PROPOSED PLANS

A1.1

DATE: 10/30/2024
 SHEET NO.: 1 OF 1

FOUNDATION PLAN
SCALE: 1/4" = 1'-0"


FIRST FLOOR PROPOSED PLAN
SCALE: 1/4" = 1'-0"

SECOND FLOOR PROPOSED PLAN
SCALE: 1/4" = 1'-0"

ATTIC PROPOSED PLAN
SCALE: 1/4" = 1'-0"

Final for Publication

ANGEL BIDA, AIA
ARCHITECT
1000 N. LA SALLE ST.
CHICAGO, IL 60610

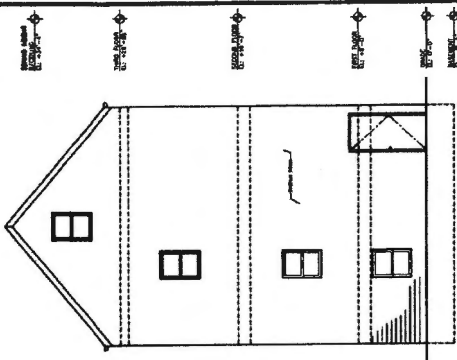


TROY ST
RENOVATIONS
2437 E. TROY ST.
CHICAGO, IL 60623

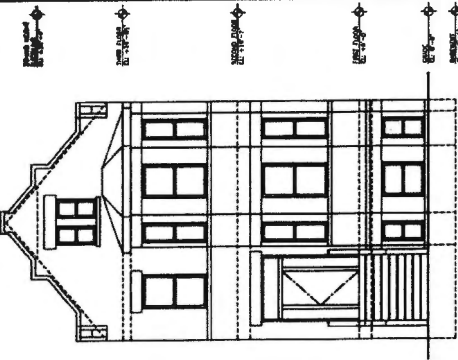
DATE: 10/20/24
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"

FRONT BUILDING ELEVATIONS
DATE: 10/20/24
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"

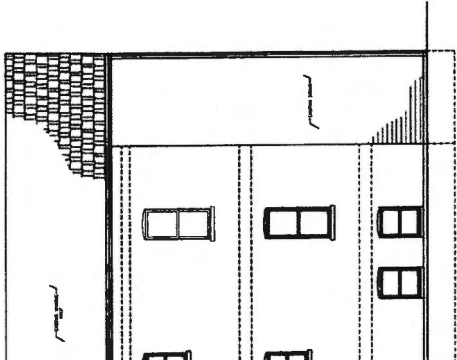
A2.0



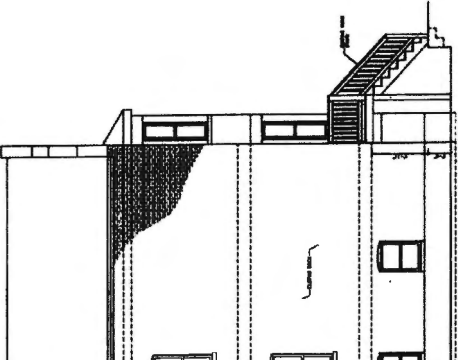
FRONT BUILDING - NORTH ELEVATION ①
SCALE: 1/8" = 1'-0"




FRONT BUILDING - WEST ELEVATION ①
SCALE: 1/8" = 1'-0"



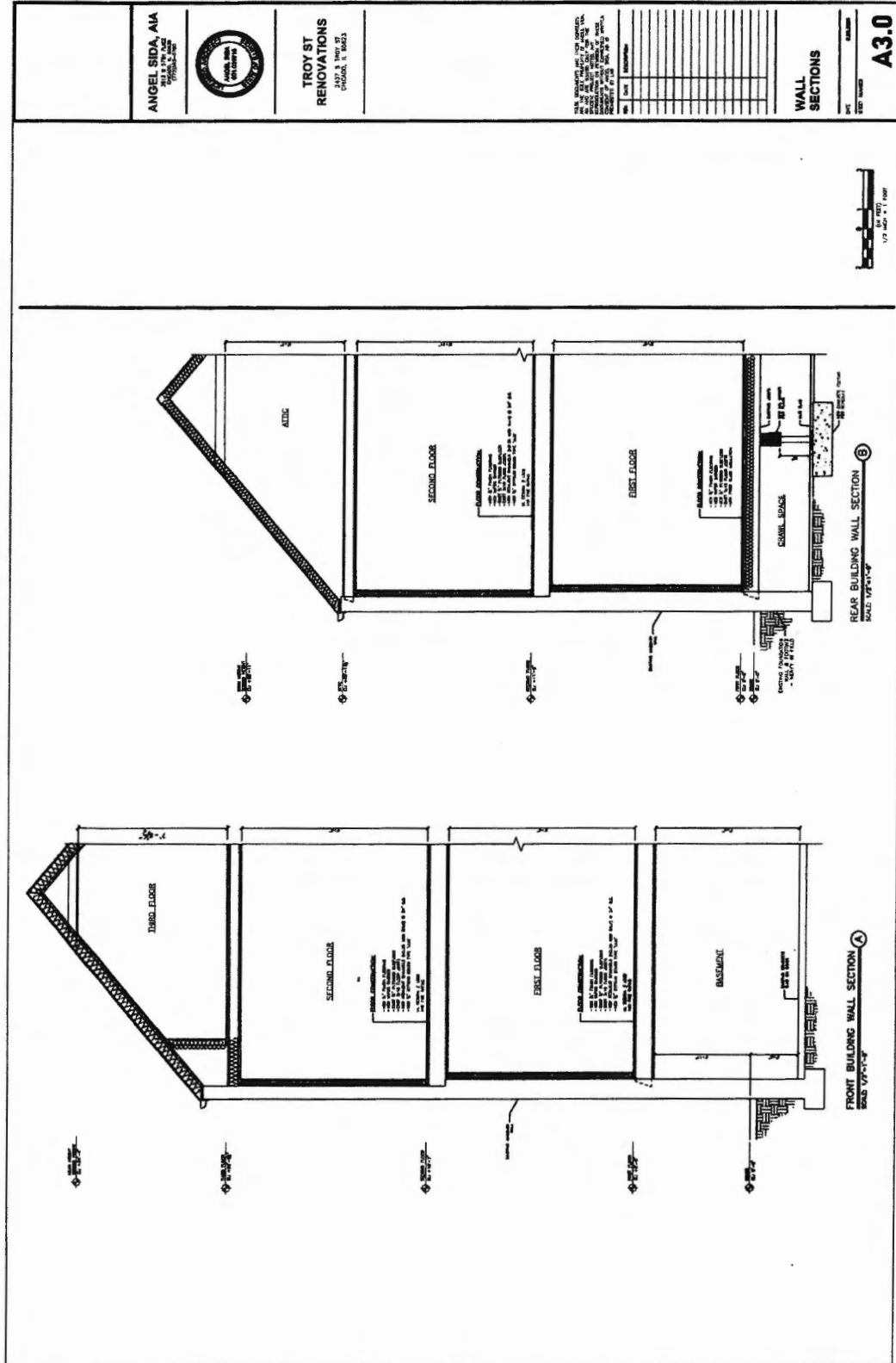
FRONT BUILDING - NORTH ELEVATION ②
SCALE: 1/8" = 1'-0"



FRONT BUILDING - WEST ELEVATION ②
SCALE: 1/8" = 1'-0"



Final for Publication



Reclassification Of Area Shown On Map No. 7-H.

(As Amended)

(Application No. 22538T1)

(Common Address: 2966 N. Oakley Ave.)

[SO2024-0012201]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 263.75 feet south of and parallel to the south line of West Nelson Street; the west line of North Oakley Avenue; a line 288.75 feet south of and parallel to the south line of West Nelson Street; and the alley next west and parallel to North Oakley Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plat of Survey; Site Location/Zoning Map; Site Plan; Basement,
First, Second, and Third Floor Plans; Roof Plan; North,
South, East and West Building Elevations; Building
Section attached to this ordinance printed
on pages 20031 through 20039
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Application No. 22538T1

17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment - SUBSTITUTE
2966 North Oakley Avenue, Chicago, Illinois

Proposed Zoning: RT-3.5 Residential Two-Flat, Townhouse and Multi-Unit District

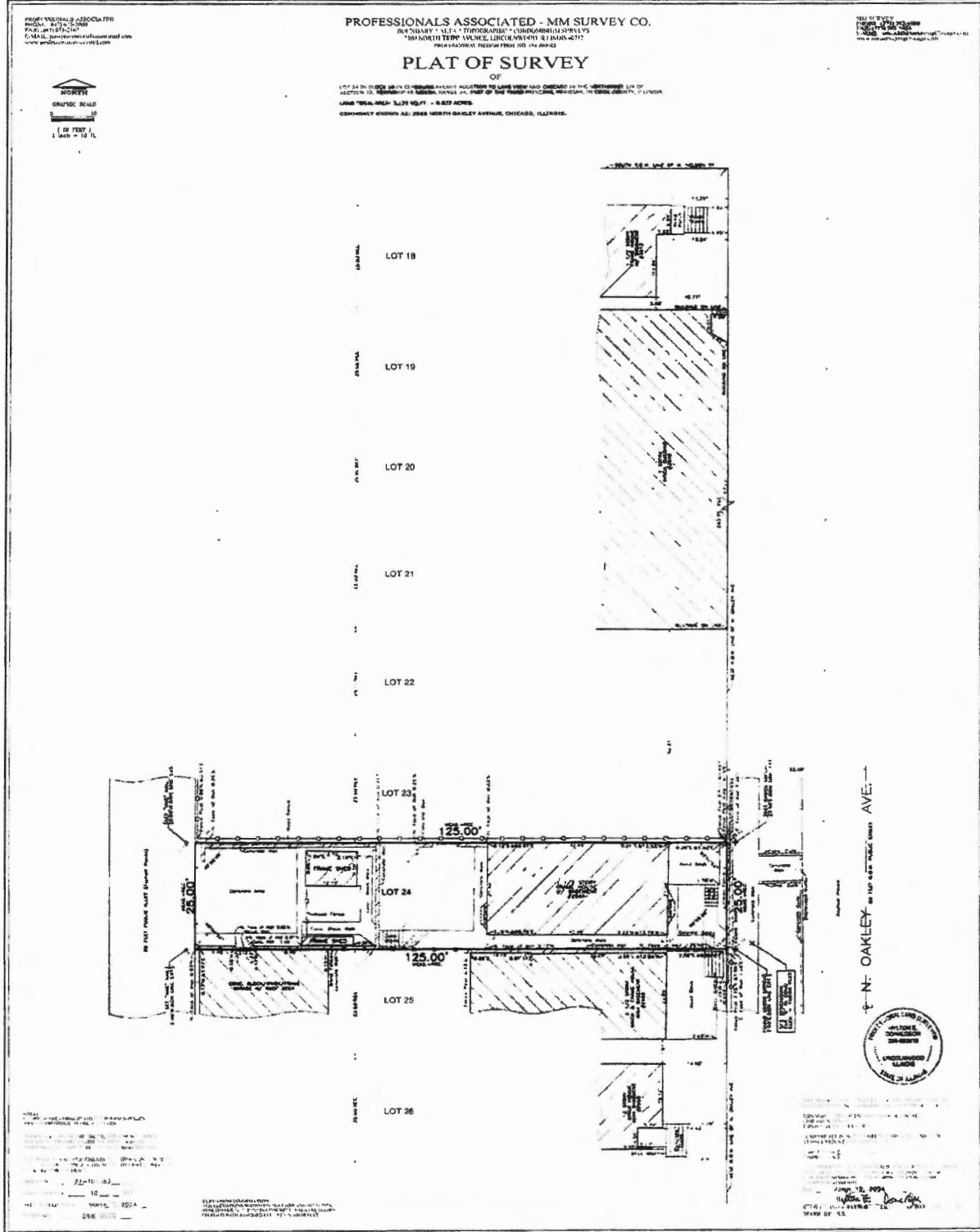
Lot Area: 3,125 square feet

Proposed Land Use: The Applicant is seeking a *Type 1 Zoning Map Amendment with Variation* relief, in order to permit the construction and occupancy of a new three-story (with basement) two-unit residential building and a new detached two-car garage, at the subject property. Should the *Zoning Amendment* be approved, the Applicant will maintain their primary residence within one of the dwelling units of the new building, while managing and leasing the second dwelling unit. **[The Applicant currently resides at the subject property and will relocate during any corresponding construction.]* The proposed new building will be masonry in construction and will measure 36 feet-4 inches in height.

- (A) The Project's Floor Area Ratio: 3,279 square feet (1.05 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 2 units (1,562.5 square feet)
- (C) The amount of off-street parking: 2 automobile spaces
- (D) Setbacks:
 - a. Front Setback: 15 foot-0 inches
 - b. Rear Setback: 37 feet-6 inches
 - c. Side Setbacks: North: 3 feet-0 inches
South: 2 feet-0 inches
- (E) *Building Height: 36 feet-4 inches

*Pursuant to Section 17-13-1101-A and Section 17-13-1003-L(3) of the Zoning Ordinance, the Applicant is seeking a *Variation* to increase the maximum *building height* for the proposed new multi-family *residential* building by not more than 10% of the applicable zoning district height limit – from 35 feet-0 inches to 36 feet-4 inches. The height increase is necessary in order to comply with the unwaivable minimum air and light standards for the bottom floor (bedrooms) of the lower duplex unit of the new building, which accordingly results in the “1st Floor” of the building being elevated 5 feet above grade, thereby incidentally increasing the overall “zoning height” for all of the above-grade floors. The floor-to-ceiling height for all such habitable floors, however, is *standard* (and even a little less than) to current market conditions, at 9 feet. Moreover, the proposed building – at just over 36 feet tall, is consistent and compatible with the heights of most of the other multi-family residences on the block.

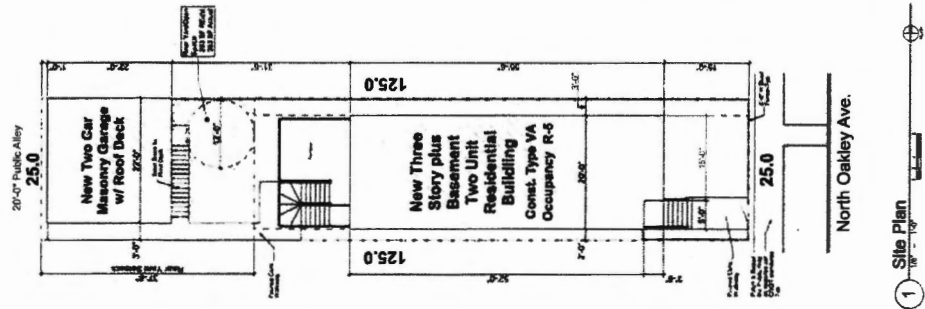
Final for Publication



Final for Publication

Notes:

1. All dimensions are in feet and inches, unless otherwise noted.
2. All walls are 8" thick masonry.
3. All floors are 4" concrete over 2" insulation over 2" gypsum board.
4. All ceilings are 5' 0" high.
5. All windows are 4' 0" x 6' 0" double glazed.
6. All doors are 3' 0" x 8' 0" solid wood.
7. All stairs are 7" 6" rise by 11" 0" run.
8. All exterior finishes are brick.
9. All interior finishes are drywall with vinyl wallpaper.
10. All mechanical systems are to be installed in accordance with applicable codes and standards.
11. All electrical systems are to be installed in accordance with applicable codes and standards.
12. All plumbing systems are to be installed in accordance with applicable codes and standards.
13. All fire protection systems are to be installed in accordance with applicable codes and standards.
14. All other systems are to be installed in accordance with applicable codes and standards.



Zoning Data:
 Zoning District: RT-3.3
 Lot Area: 10,000 Sq. Ft.
 Lot Area: 10,000 Sq. Ft.
 Allowable Bldg. Area: 3,281 Sq. Ft.
 Max. Lot Area: 10,000 Sq. Ft.
 Permitted Residential Use:
 Actual Bldg. Area: 3,281 Sq. Ft.
 Actual Bldg. Height: 36'-4" in Virginia
 Right: First-Order Streets
 Actual Bldg. Area: 3,281 Sq. Ft.
 Actual Bldg. Height: 36'-4"

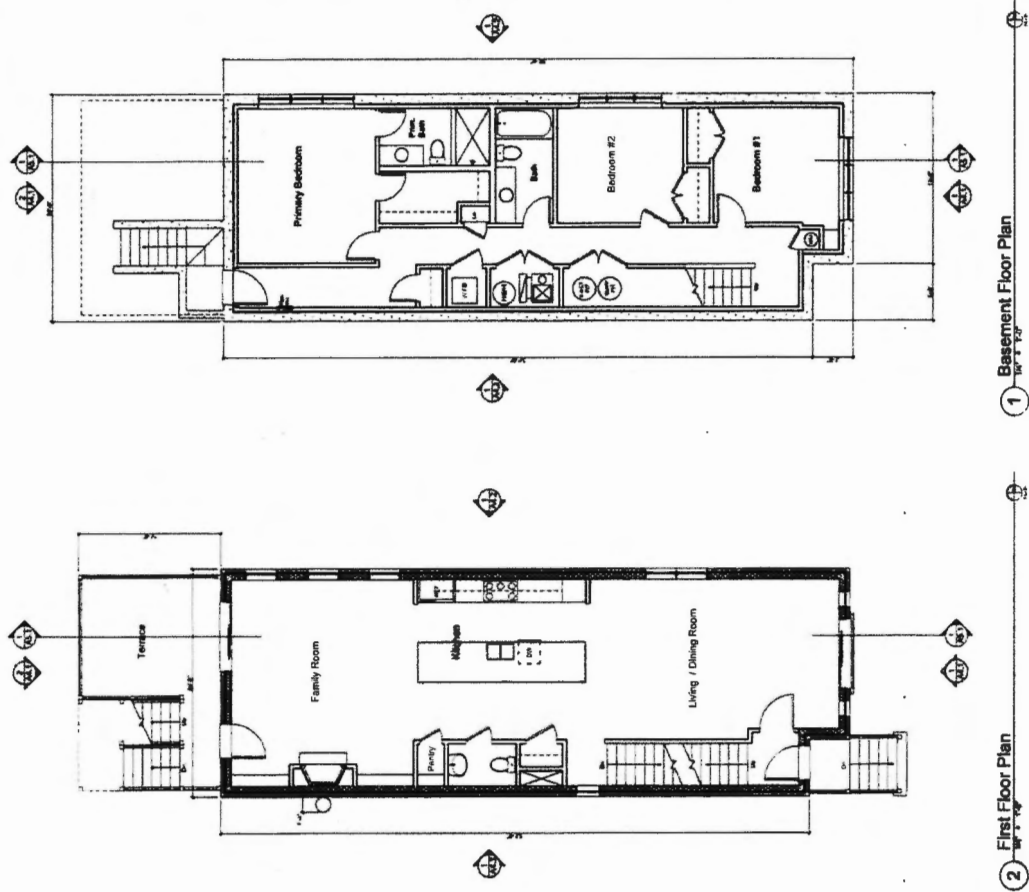
Building Area:

Area	Size	Tax
Basement	1,000 SF	0 SF
First Floor	1,000 SF	1,000 SF
Second Floor	1,000 SF	1,000 SF
Total	3,000 SF	3,000 SF

Building Data:
 Occupancy: R-2 Residential
 Allowable Bldg. Ht.: 36'-4"
 Actual Bldg. Ht.: 36'-4"

<p>Giles Development 2886 N. Oakley Ave. Chicago, IL</p> <p>New Two Unit Multi-Family Building</p>	<p>BESCH architecture</p> <p>www.bescharchitecture.com</p>	<p>22-423 Great Chicago Planning & Reporting</p> <p>A0.1</p>
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Final for Publication

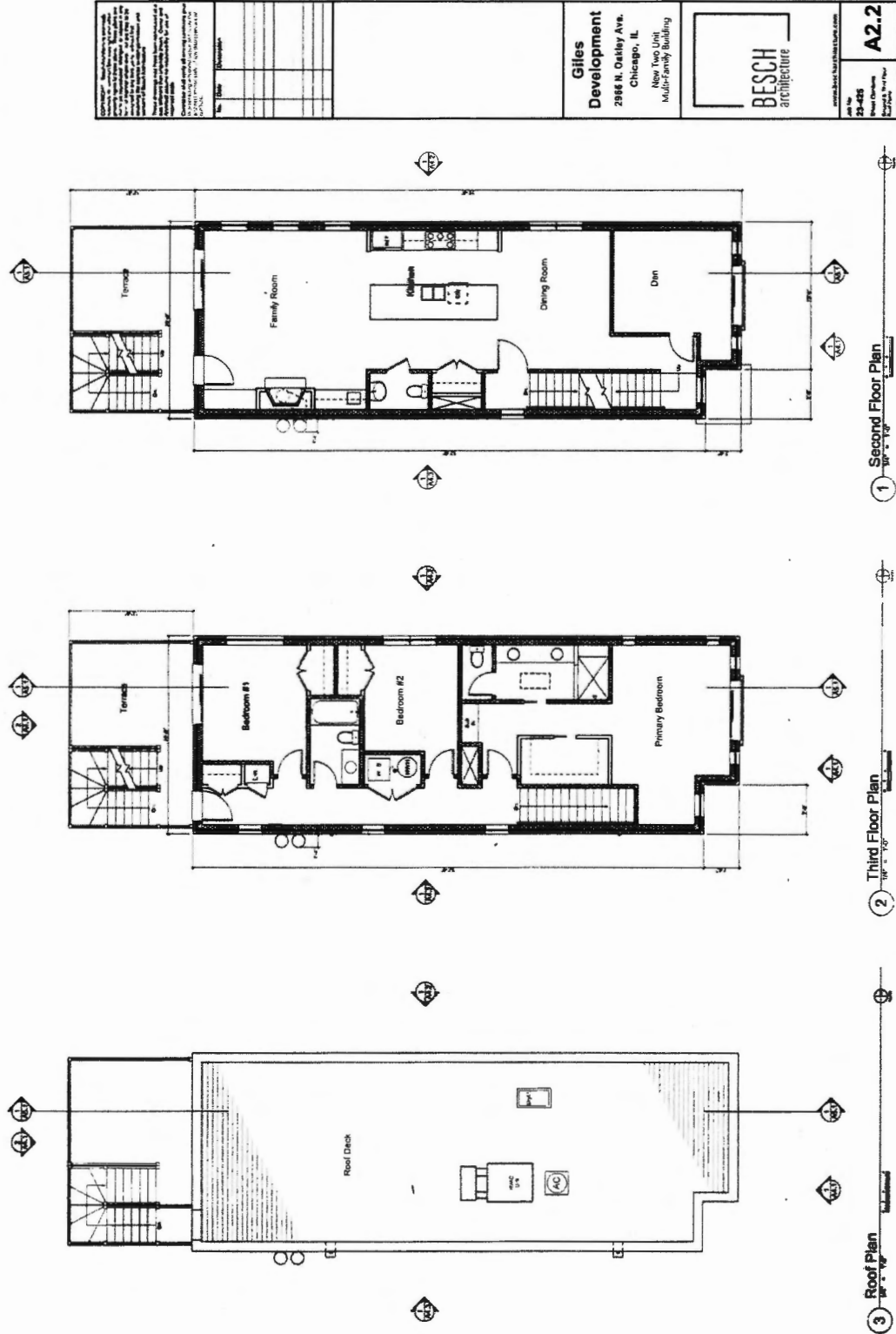


<p>Notes:</p> <p>1. All work shall be in accordance with the City of Chicago Building Code and all applicable codes and regulations.</p> <p>2. All work shall be in accordance with the approved plans and specifications.</p> <p>3. All work shall be in accordance with the approved plans and specifications.</p> <p>4. All work shall be in accordance with the approved plans and specifications.</p> <p>5. All work shall be in accordance with the approved plans and specifications.</p> <p>6. All work shall be in accordance with the approved plans and specifications.</p> <p>7. All work shall be in accordance with the approved plans and specifications.</p> <p>8. All work shall be in accordance with the approved plans and specifications.</p> <p>9. All work shall be in accordance with the approved plans and specifications.</p> <p>10. All work shall be in accordance with the approved plans and specifications.</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>	<p>Giles Development 2886 N. Oakley Ave. Chicago, IL New York Unit Multi-Family Building</p>	<p>BESCH architecture</p>	<p>DATE: 10/30/2024</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>
				<p>PROJECT: _____</p> <p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>

1 Basement Floor Plan

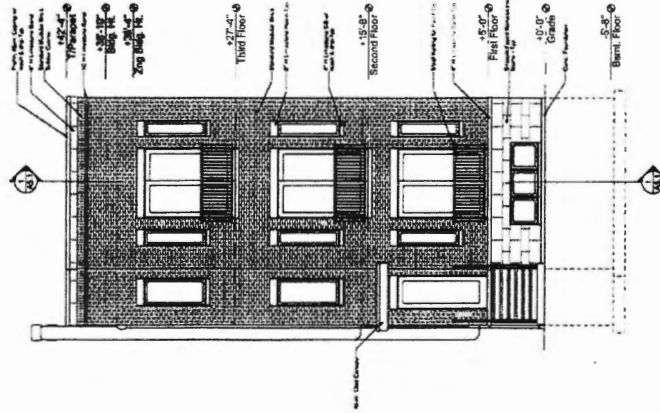
2 First Floor Plan

Final for Publication

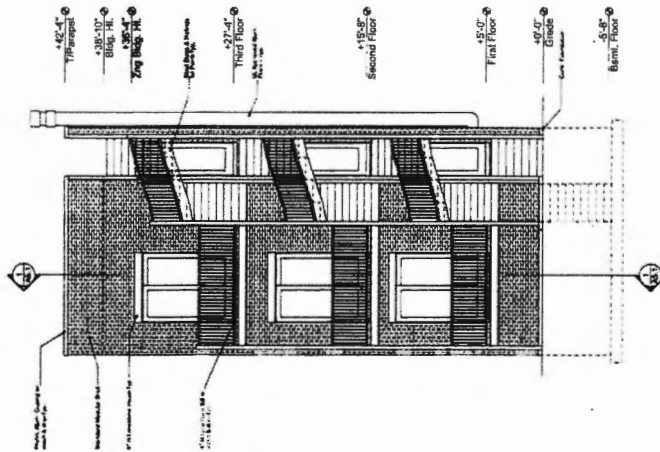


Final for Publication

<p>CONTRACTOR: [Redacted] ARCHITECT: BESCH architecture DATE: 10/30/2024</p>	<p>PROJECT: Giles Development 2986 N. Oakley Ave. Chicago, IL New Two Unit Multi-Family Building</p>	<p>BESCH architecture</p>	<p>10/30/2024 12-423 Sheet Contents (Master Plans)</p>
			<p>A4.1</p>




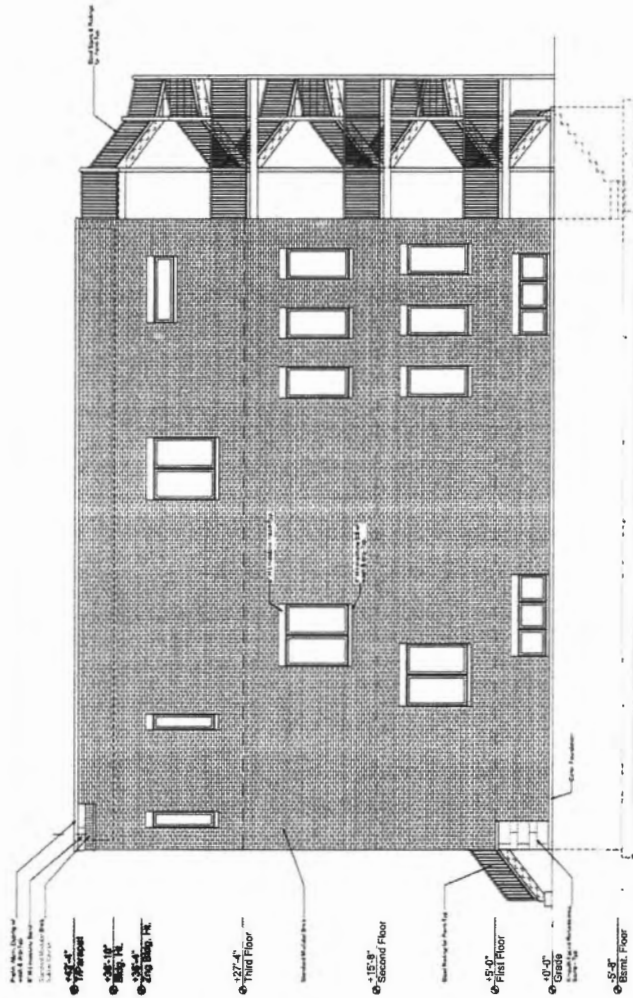
1 East Elevation



2 West Elevation

Final for Publication

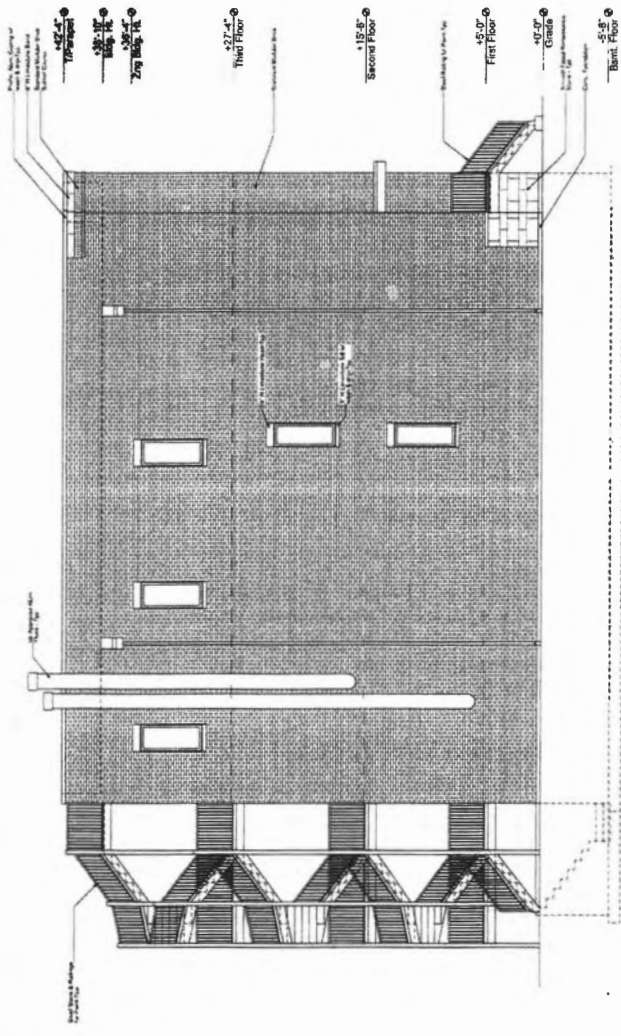
<p>Giles Development 2966 N. Oakley Ave. Chicago, IL</p> <p>New Town Unit Multi-Family Building</p>		 <p>www.bescharchitecture.com 312.425.3800 312.425.3800 312.425.3800</p>	<p>A4.2</p>
<p>DATE: 10/30/2024</p> <p>PROJECT: Giles Development</p> <p>UNIT: New Town Unit</p> <p>VIEW: North Elevation</p>	<p>SCALE: 1/8" = 1'-0"</p>		



1 North Elevation

Final for Publication

<p> <small> CONSULT: ARCHITECT: BESCH ARCHITECTURE 234 N. LAUREL ST., CHICAGO, IL 60610 TEL: 312.467.1100 www.bescharchitecture.com ENGINEER: GILBERT GROUP 100 W. WASHINGTON ST., CHICAGO, IL 60601 TEL: 312.467.1100 www.gilbertgroup.com CONTRACTOR: [REDACTED] 100 W. WASHINGTON ST., CHICAGO, IL 60601 TEL: 312.467.1100 www.gilbertgroup.com </small> </p>	<p> Giles Development 2866 N. Oakley Ave. Chicago, IL New Town Unit Multi-Family Building </p>	<p> BESCH architecture </p>	<p> <small> SHEET NO. 23-429 SHEET COUNT 18 PROJECT NO. 18 </small> </p>
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1 South Elevation

Reclassification Of Area Shown On Map No. 8-H.

(Application No. 22537)

(Common Address: 3338 S. Damen Ave.)

[O2024-0012195]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-H in an area bounded by:

a line 384 feet south of and parallel to West 33rd Street; South Damen Avenue; the northeasterly right-of-way line of the Golf, Mobile and Ohio Railroad; and the public alley next west of and parallel to South Damen Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.

(As Amended)

(Application No. 22534)

(Common Address: 3300 N. Clark St.)

[SO2024-0012182]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Residential-Business Planned Development Number 1404 District symbols and indications as shown on Map Number 9-G in the area bound by:

beginning at a line 196.8 feet northwest of the intersection of North Clark Street and West School Street, as measured at the southwesterly right-of-way line of North Clark Street and perpendicular thereto; North Clark Street; West School Street; and the alley west of and parallel to North Clark Street running northwest to the point of beginning,

to those of Residential-Business Planned Development Number 1404, as amended.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1404, As Amended.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1404, as Amended ("Planned Development") consists of approximately 23,027 square feet (0.529 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned by 3300 N Clark LLC.
2. The requirements, obligations, and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance (the "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 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the 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 16 Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan; Floor Plans; Landscape and Green Roof Plan; the Wall Axonometric Drawings/Sections; and Building Elevations prepared by bKL Architecture LLC and dated December 11, 2018. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code (the "Building Code"), the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.
5. The following uses are permitted in the area delineated herein as a Residential-Business Planned Development: Residential Dwelling Units located above

the ground floor, retail sales; restaurant, limited and general; postal service; animal services (except boarding or kennel); medical services; personal services; sports and recreation, participant-indoor (limited to a size not to exceed 8,600 square feet); repair or laundry services (consumer); general food and beverage retail sales; office; financial services (except payday/title secured loan store or pawn shop) without an accessory drive-through lane; and accessory off-street parking and loading.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations and Data Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a net site area of 23,027 square feet.
9. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the City of Chicago Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0880 of the Zoning Ordinance. Final landscape plan review and approval will be by the Department of Planning and Development (DPD or Planning Department). Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
12. 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.

13. 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.
14. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering, and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach; including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

15. The Applicant acknowledges and agrees that the rezoning of the Property from B3-3 Community Shopping District to B3-5 Community Shopping District and then to a Residential-Business Planned Development, triggers the requirements of Section 2-45-115 of the Municipal Code of Chicago ("Affordable Requirements Ordinance" or "ARO"). Any developer of a residential housing project within the meaning of the ARO must: (i) set aside 10 percent of the housing units in the residential housing project (the Required Units) as affordable units, or with the Commissioner of the Department of Planning and Development's (DPD) approval, provide the Required Units in an approved off-site location; (ii) pay a fee in lieu of the development of the Required Units; or (iii) any combination of (i) and (ii); provided, however, that residential housing projects with 20 or more units must provide at least 25 percent of the Required Units on-site or off-site. If the developer elects to provide affordable units off-site, the off-site affordable units must be located within a two-mile radius from the residential housing project and in the same or a different higher income area or downtown district. The project contemplates a total of one hundred and forty (140) dwelling units. As a result, the Applicant's affordable housing obligation is fourteen (14) Affordable Units (10 percent of 140). The Applicant has agreed to satisfy its affordable housing obligation by providing five (5) Affordable Units within the proposed building, and by making a cash payment to the Affordable Housing Opportunity Fund in the amount of One Million One Hundred and Twenty-five Thousand Dollars (\$1,125,000) or One-Hundred and Twenty-five Thousand Dollars (\$125,000) per each Affordable Unit paid for, as set forth in the Affordable Housing Profile Form, attached hereto as Exhibit A. If the Applicant subsequently reduces (or increases) the number of housing units in the Planned Development, or elects to build a condominium project instead, the Applicant shall update and resubmit the Affordable Housing Profile Form to DPD for review and approval; DPD may adjust the requirements or number of required Affordable Units without amending the Planned Development. Prior to the issuance of any building permits for any residential building in the Planned Development, including, without limitation, excavation, or foundation permits, the Applicant must make the required Cash Payment and/or execute and record an affordable housing agreement in accordance with Section 2-45-115(L). The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against the Planned Development, or the applicable portion thereof, and will constitute a lien against such property. The Commissioner of DPD may enforce remedies for any breach of this Statement 16, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development.
16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to B3-3 Community Shopping District.

[Levels 02, 03, 04, 05, 06 and 07 Floor Plans; Existing Zoning Map; General Land-Use Map; Boundary and Property Line Map; Site Plan; North, South, East and West Building Elevations; Exterior Wall Axon Retail Entrance; Typical Retail; Exterior Wall Axon Residential (South, East and West) and Exterior Wall Axon Residential Entry referred to in these Plan of Development Statements printed on pages 20051 through 20066 of this *Journal*.]

Bulk Regulations and Data Table, 2015 ARO Affordable Housing Profile Form (AHP) and ARO Web Form referred to in these Plan of Development Statements read as follows:

Business Planned Development No. 1404, As Amended.

Bulk Regulations And Data Table.

Gross Lot Area:	38,867 square feet (0.892 acre)
Area in Right-of-Ways:	15,840 square feet (0.363 acre)
Net Site Area:	23,027 square feet (0.529 acre)
Maximum Floor Area Ratio:	5.0
Maximum Dwelling Units:	140 dwelling units
Minimum Vehicular Off-Street Parking Spaces:	20 parking spaces
Required Bicycle Spaces:	120 bicycle spaces
Loading Spaces:	1 loading space
Setbacks from Property Line:	Per the attached site plan
Maximum Building Height:	92 feet

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2015 ARO Affordable Housing Profile Form (AHP)

Submit this form for projects that are subject to the 2015 ARO (all projects submitted to City Council after October 13, 2015). More information is online at www.cityofchicago.org/ARO. This completed form should be returned to: Kara Breems, Department of Planning & Development (DPD), 121 N. LaSalle Street, Chicago, IL 60602. E-mail: kara.breems@cityofchicago.org

Date: 11/27/18

DEVELOPMENT INFORMATION

Development Name: 3300 N Clark LLC
 Development Address: 3300 N Clark Chicago IL 60657
 Zoning Application Number, if applicable: 19482
 Ward: 44
 If you are working with a Planner at the City, what is his/her name? Noah Szafarick

- Type of City Involvement**
check all that apply
- City Land
 - Planned Development (PD)
 - Financial Assistance
 - Transit Served Location (TSL) project
 - Zoning increase

REQUIRED ATTACHMENTS: the AHP will not be reviewed until all required docs are received:

- ARO Web Form completed and attached - or submitted online on
- ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)
- If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (*pdf*)
- If ARO units proposed are off-site, required attachments are included (see next page)
- If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

DEVELOPER INFORMATION

Developer Name 3300 N. CLARK LLC
 Developer Contact David Blitz
 Developer Address 670 N. CLARK ST. CHICAGO, IL
 Email David@blitzlake.com
 Attorney Name Nick Finkas



Developer Phone 312-410-9000
 Attorney Phone 312-782-1983

TIMING

Estimated date marketing will begin February 2020
 Estimated date of building permit* February 2019
 Estimated date ARO units will be complete MAY 2020

*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

PROPOSED UNITS MEET REQUIREMENTS (to be executed by Developer & ARO Project Manager)


 Kara Breems, DPD
 JUSTIN ROOF

 Developer/Project Manager

12/13/18
 Date
 11/27/18
 Date





ARO Web Form

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Applicant Contact Information

Name: Jeff Bajtner

Email: JB@blitzlake.com

Development Information

Are you rezoning to downtown?: No

Is your project subject to the ARO Pilots?: 2015 ARO REQUIREMENTS APPLY

Address**Submitted Date: 11/29/2018**

Number From :3300 Number To: N/A Direction: N

Street Number:Clark

Postal Code: 60657

Development Name

3300 N Clark LLC

Information

Ward :44

ARO Zone: Higher Income

Details

ARO trigger :Zoning change and planned development

Total units: 140

Development type: Rent

TSL Project : TSL-or FAR doesn't exceed 3.5

Submitted date: 12/13/2017

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Requirements

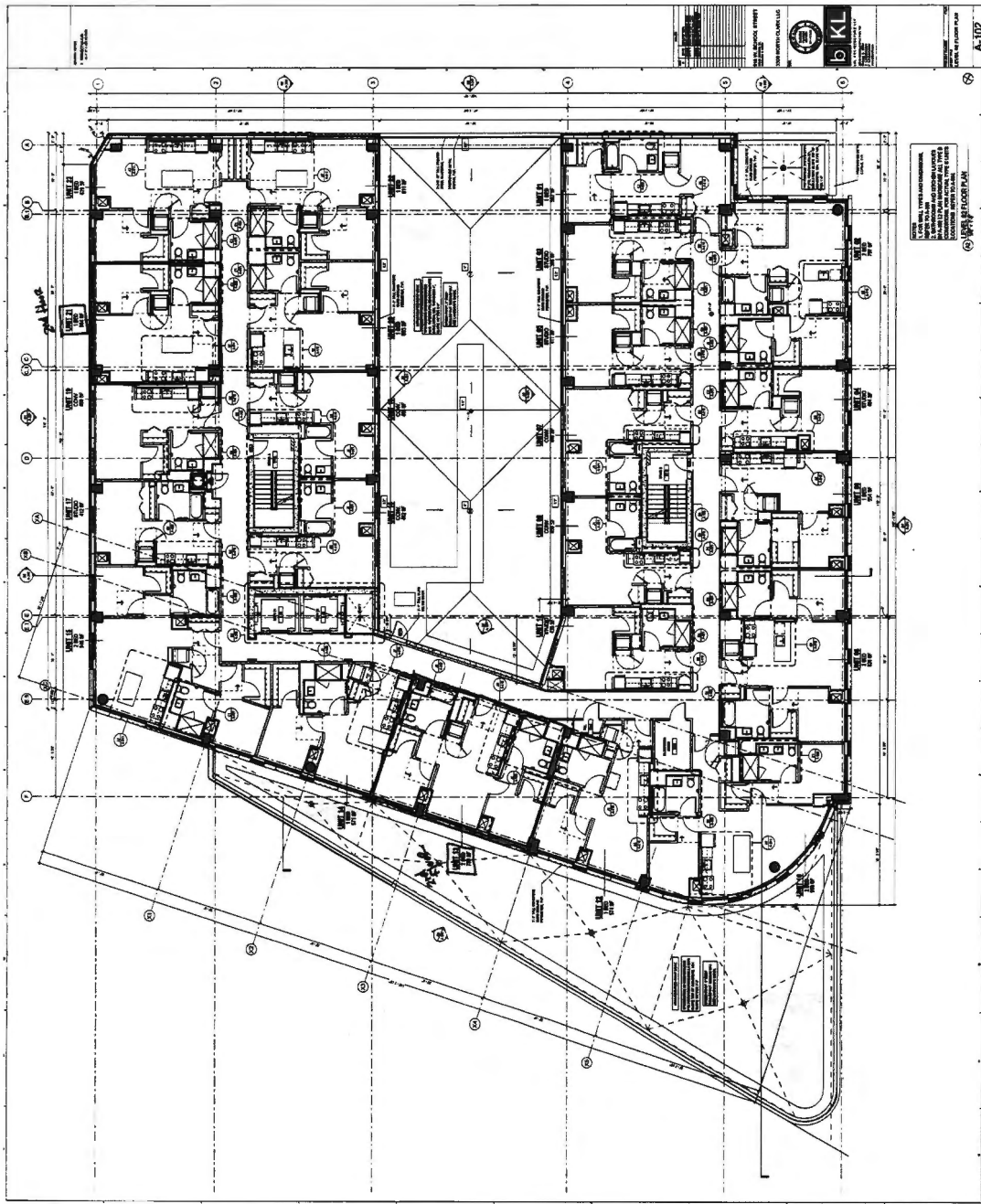
Affordable units :14 *On-site aff. Units: 4

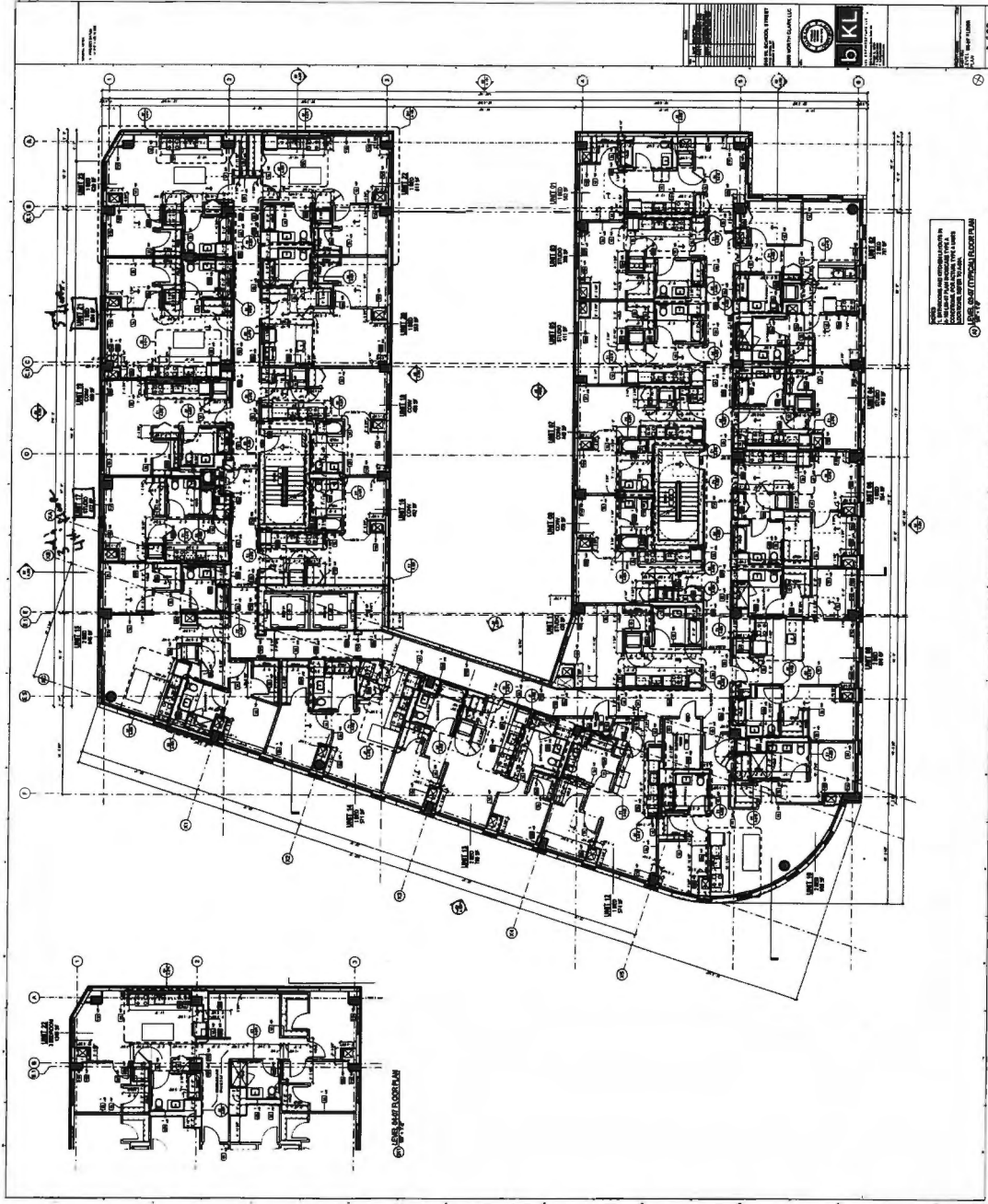
How do you intend to meet your required obligation

On-Site: 5 Off-Site: 0

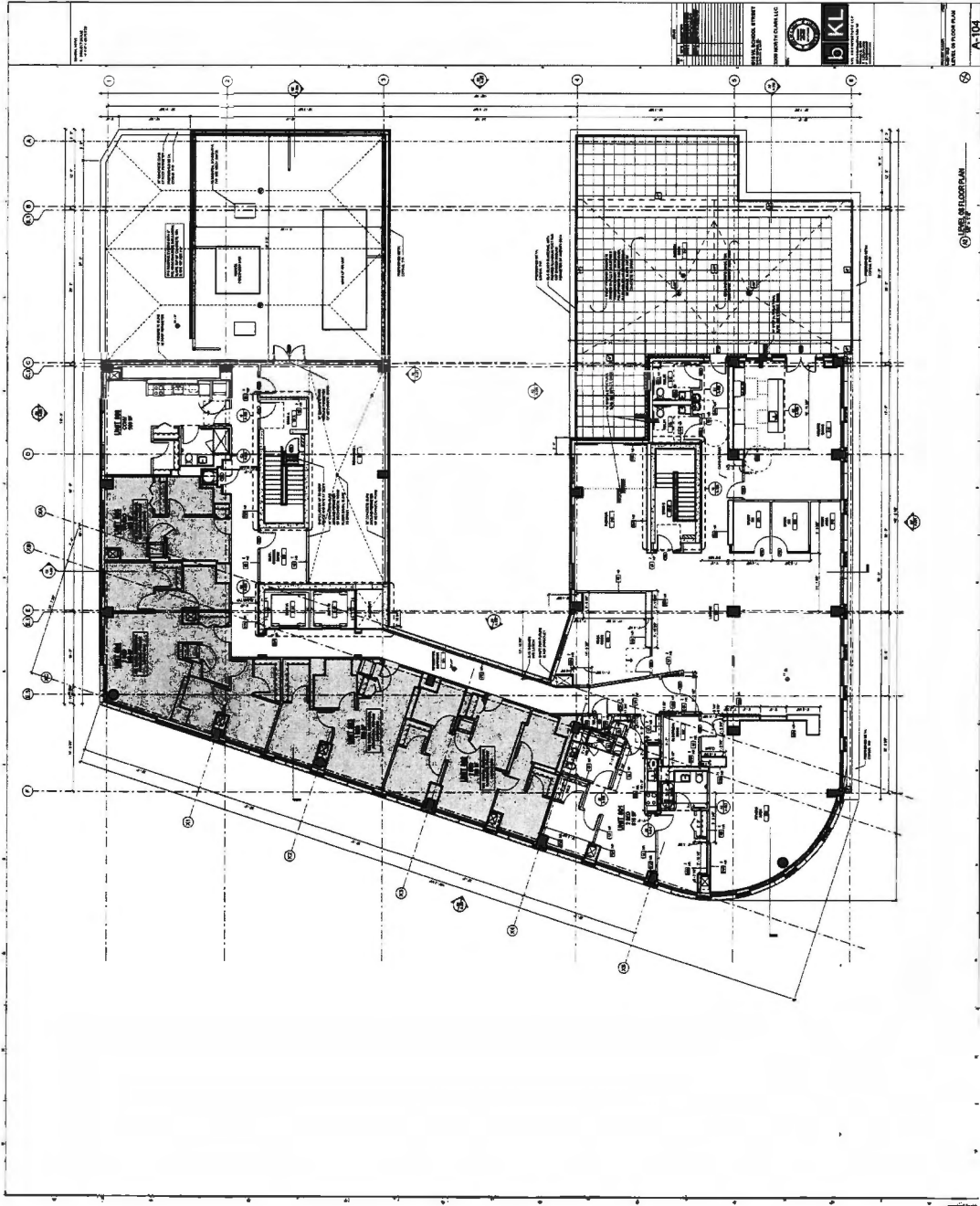
On-Site to CHA or Authorized agency: 0 Off-Site to CHA or Authorized agency: 0

Total Units: 5 In-Lieu Fee Owed: 1,125,000





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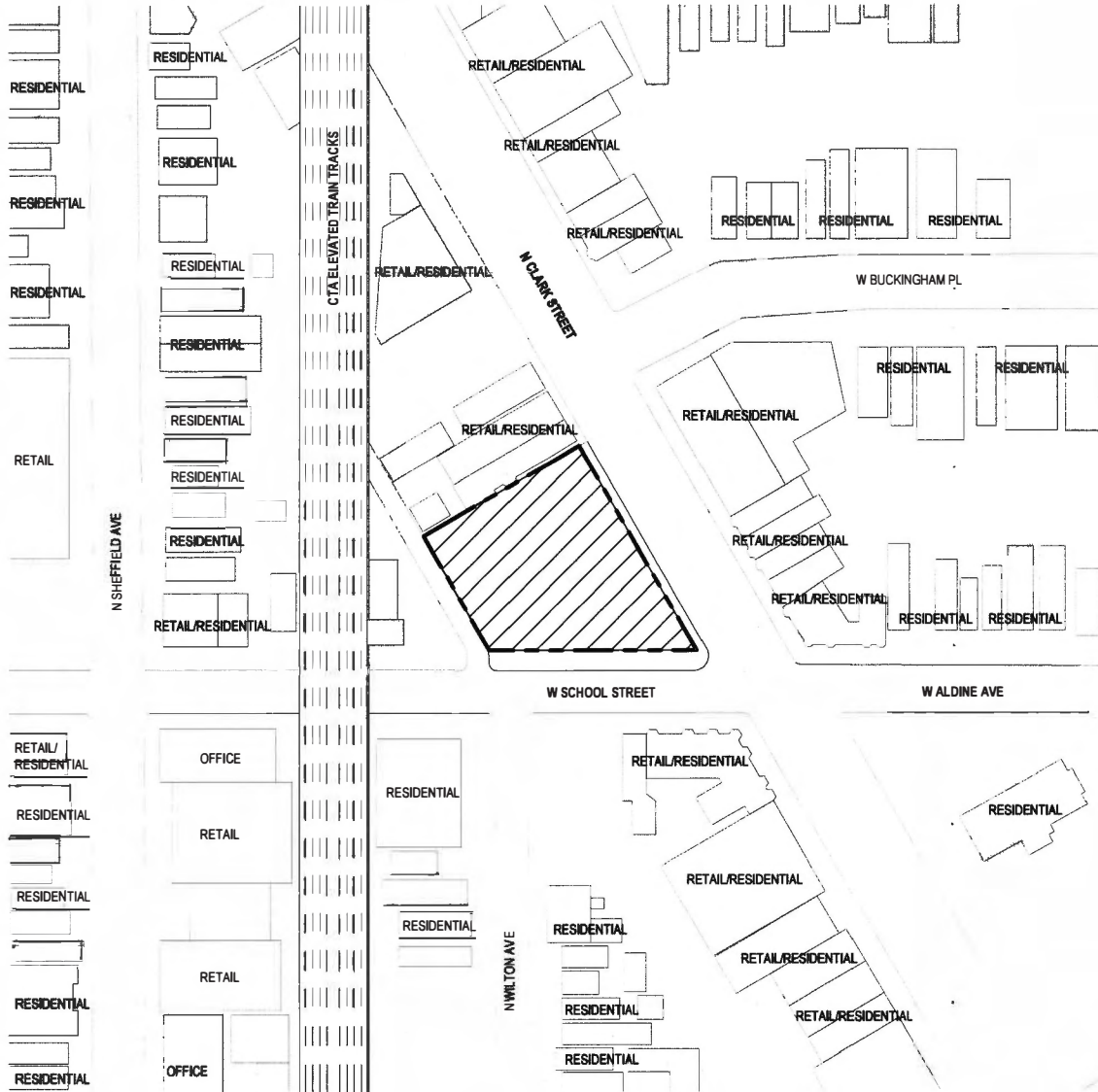
EXISTING ZONING MAP
Scale: N.T.S.



-  Subject Property
-  Property Line

APPLICANT: 3300 CLARK LLC
ADDRESS: 3300 NORTH CLARK STREET
DATE OF INTRODUCTION: SEPTEMBER 18, 2024
PLAN COMMISSION: OCTOBER 17, 2024
DATE OF REVISION: DECEMBER 11, 2018

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GENERAL LAND-USE MAP
Scale: N.T.S.



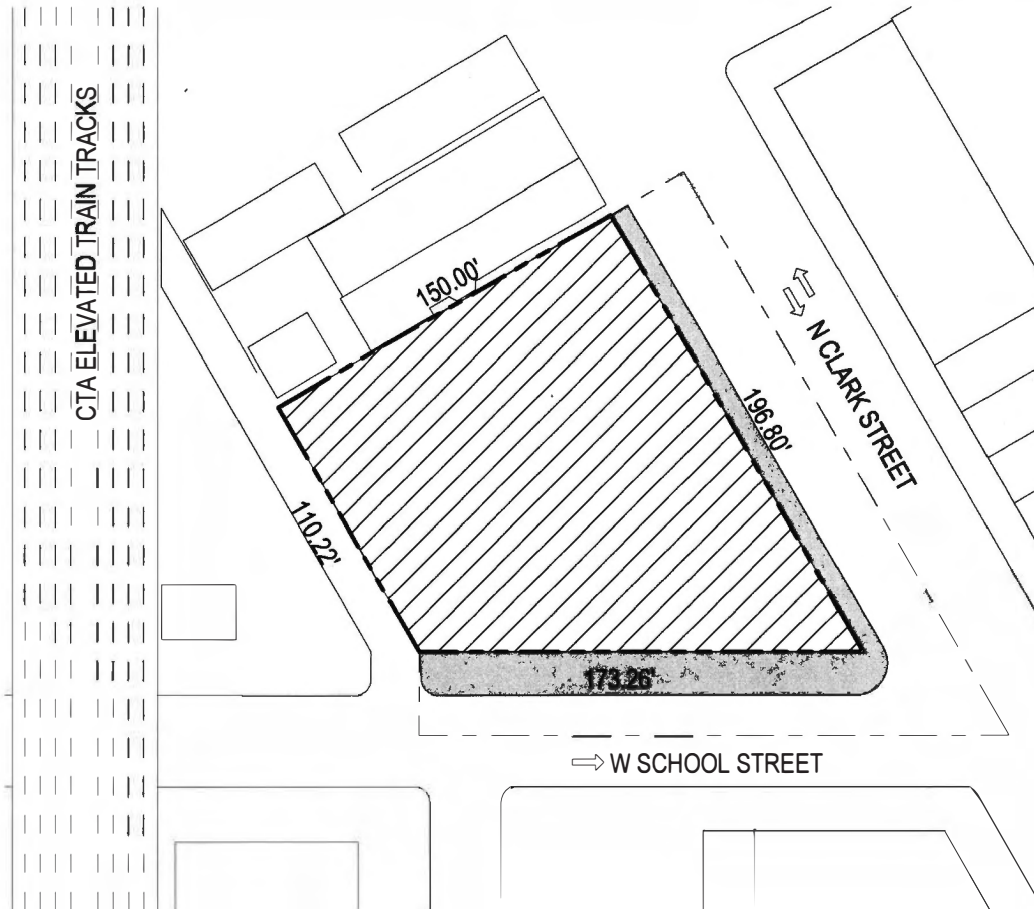
 Subject Property

 Property Line

APPLICANT: 3300 CLARK LLC
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GROSS SITE AREA:	37,131 SF
AREA IN PUBLIC RIGHT OF WAY:	14,104 SF
NET SITE AREA:	23,027 SF

PLANNED DEVELOPMENT BOUNDARY
AND PROPERTY LINE MAP
Scale: N.T.S.



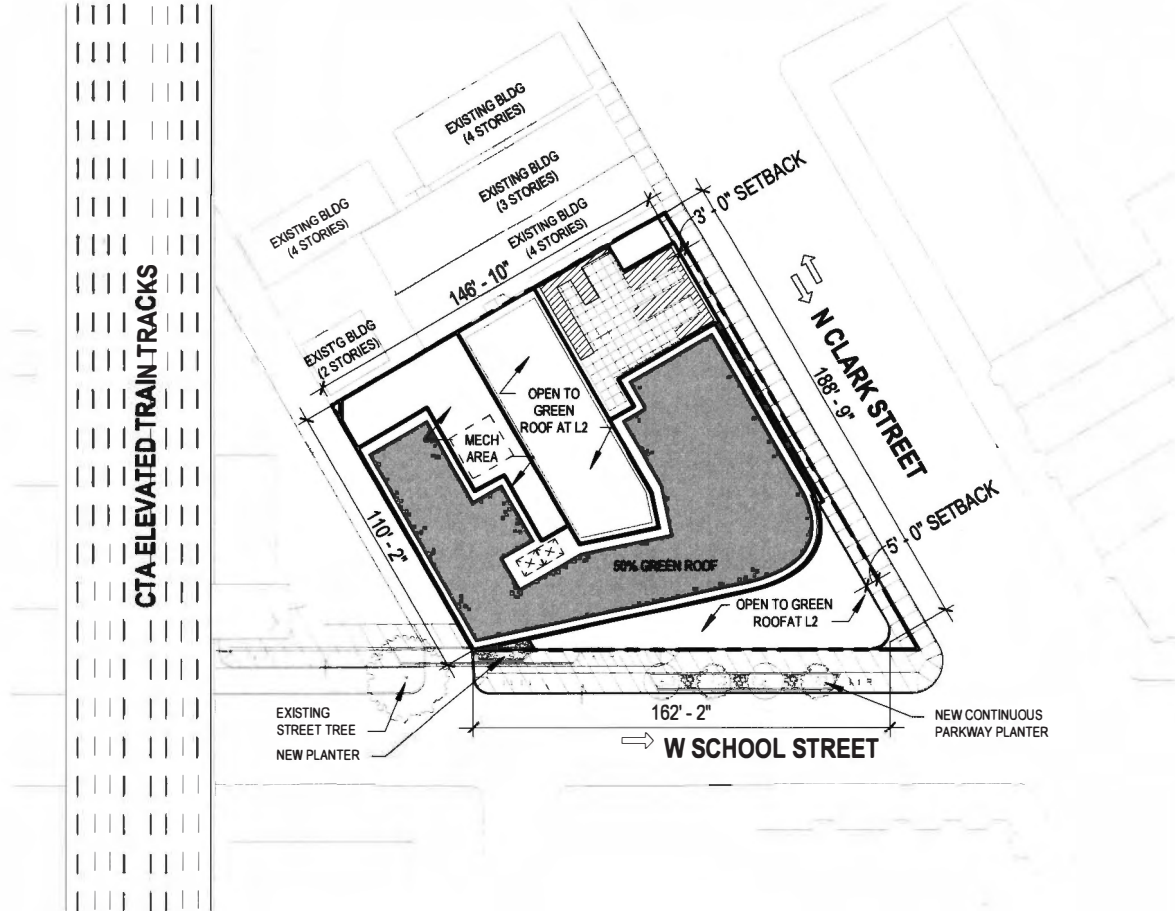
 Subject Property

 Property Line

 Planned Development Boundary

APPLICANT: 3300 CLARK LLC
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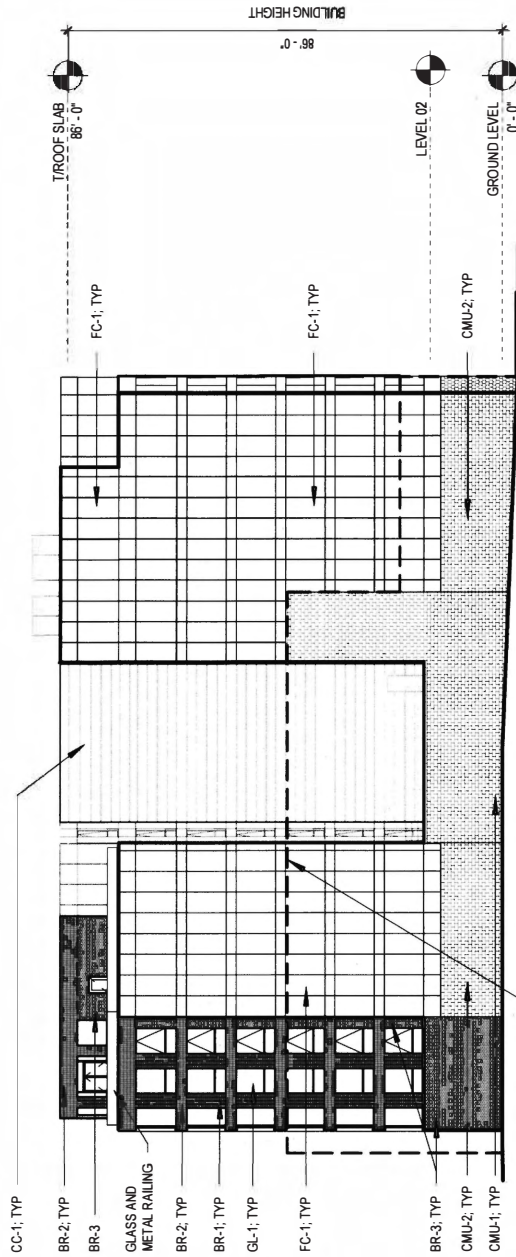
SITE PLAN
Scale: NTS



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MATERIAL LEGEND

- BR-1 BRICK PIER (STANDARD SIZE BRICK AND INSET)
- BR-2 STANDARD SIZE BRICK W/VERTICAL SCORE, STACK BOND)
- BR-3 STANDARD SIZE BRICK SOLDIER COURSE
- CC-1 CAST-IN-PLACE PAINTED CONCRETE
- CMU-1 STANDARD SIZE UNFINISHED CMU
- CMU-2 STANDARD SIZE BURNISHED CMU
- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE

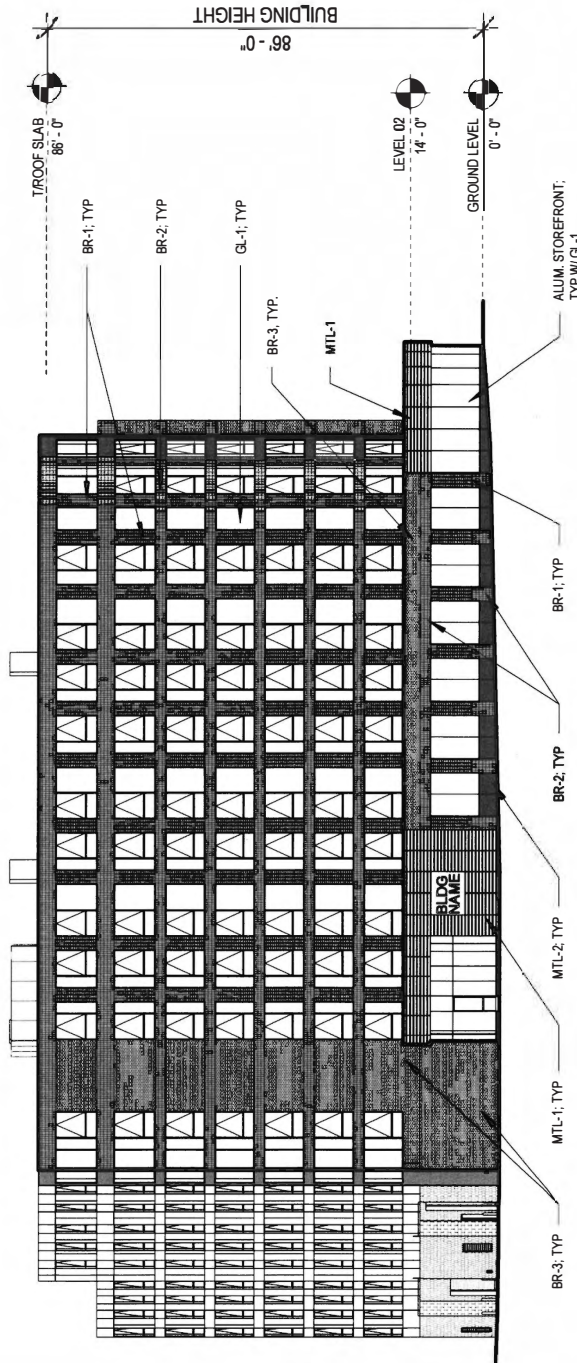
NOTE: EXISTING BUILDING OUTLINES ARE APPROXIMATE BASED ON GOOGLE EARTH

LINE OF EXISTING ADJACENT BUILDING, N.I.C.

NORTH BUILDING ELEVATION
Scale: 1" = 30'-0"



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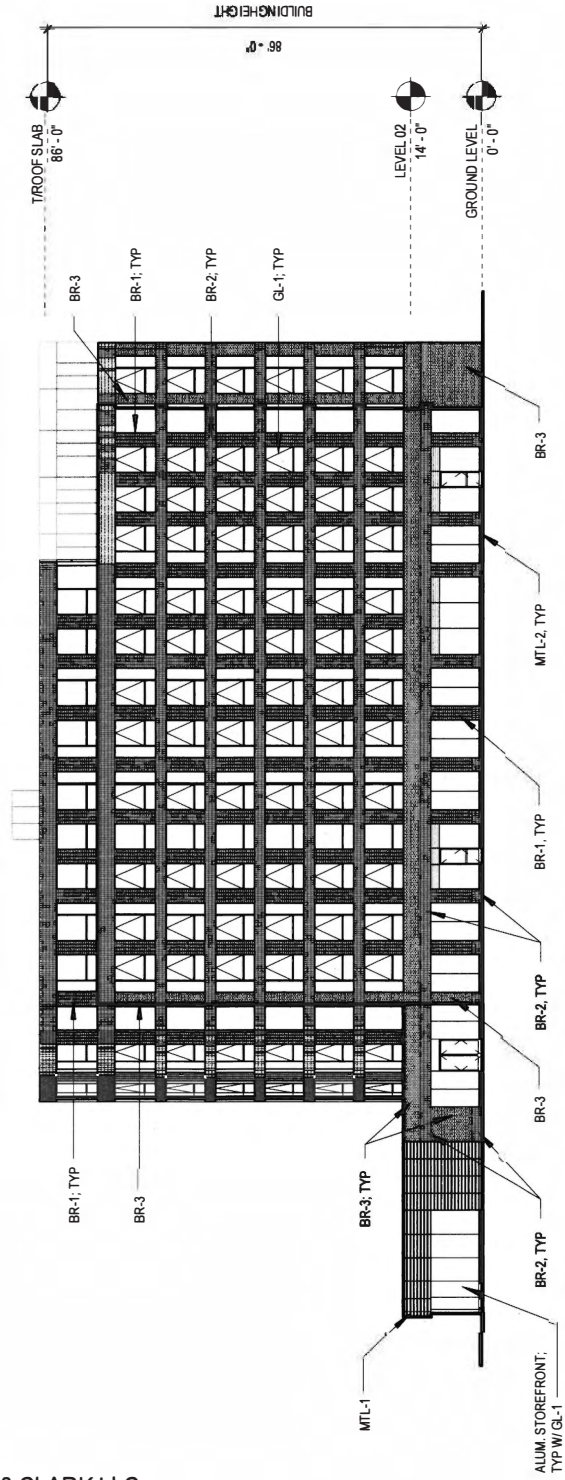
MATERIAL LEGEND

- BR-1 BRICK PIER (STANDARD SIZE BRICK AND INSET)
- BR-2 STANDARD SIZE BRICK W/VERTICAL SCORE, STACK BOND
- BR-3 STANDARD SIZE BRICK, SOLDIER COURSE
- CC-1 STANDARD SIZE BRICK, RUNNING BOND
- CMU-1 CAST-IN-PLACE, PAINTED CONCRETE
- CMU-2 STANDARD SIZE UNFINISHED CMU
- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE

SOUTH BUILDING ELEVATION
Scale: 1" = 30'-0"



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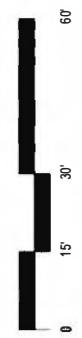


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MATERIAL LEGEND

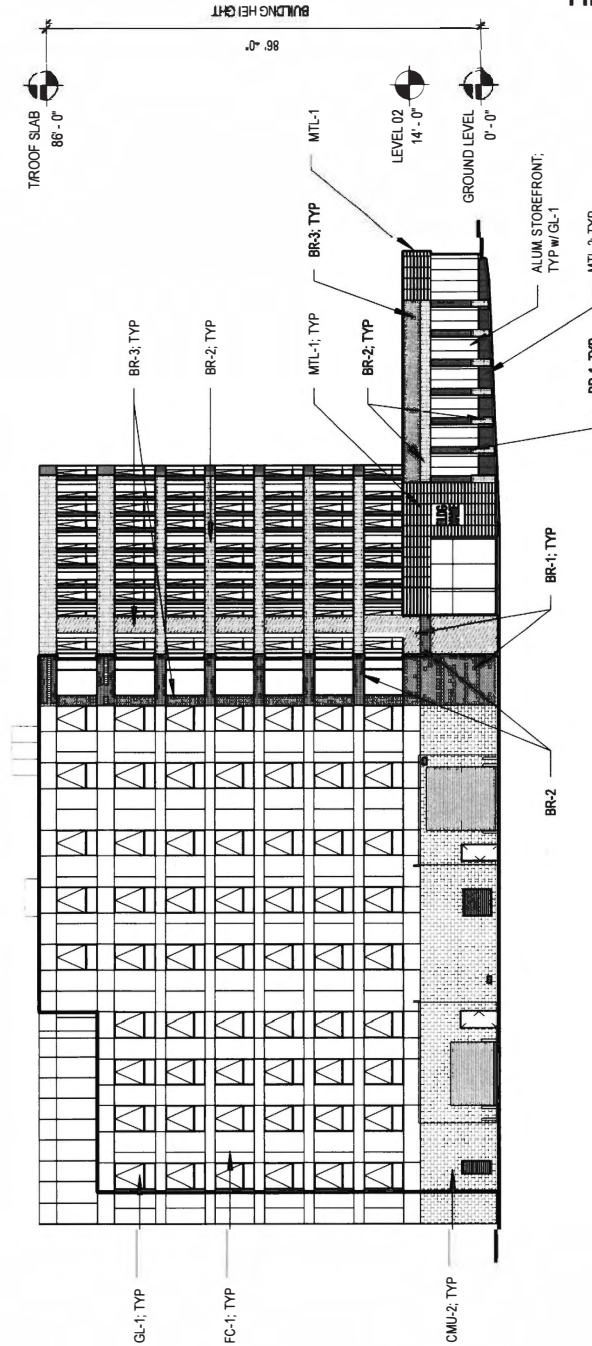
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- BR-2 STANDARD SIZE BRICK W/VERTICAL SCORE, STACK BOND
- BR-3 STANDARD SIZE BRICK, SOLDIER COURSE
- CC-1 STANDARD SIZE BRICK, RUNNING BOND
- CMU-1 CAST-IN-PLACE, PAINTED CONCRETE
- CMU-2 STANDARD SIZE UNFINISHED CMU
- FC-1 STANDARD SIZE BURNISHED CMU
- GL-1 FIBER CEMENT PANEL
- MTL-1 VISION GLASS
- MTL-2 METAL SCREEN

EAST BUILDING ELEVATION
 Scale: 1" = 30'-0"



APPLICANT: 3300 CLARK LLC
 ADDRESS: 3300 NORTH CLARK STREET
 DATE OF INTRODUCTION: SEPTEMBER 18, 2024
 PLAN COMMISSION: OCTOBER 17, 2024
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FINAL FOR PUBLICATION



MATERIAL LEGEND

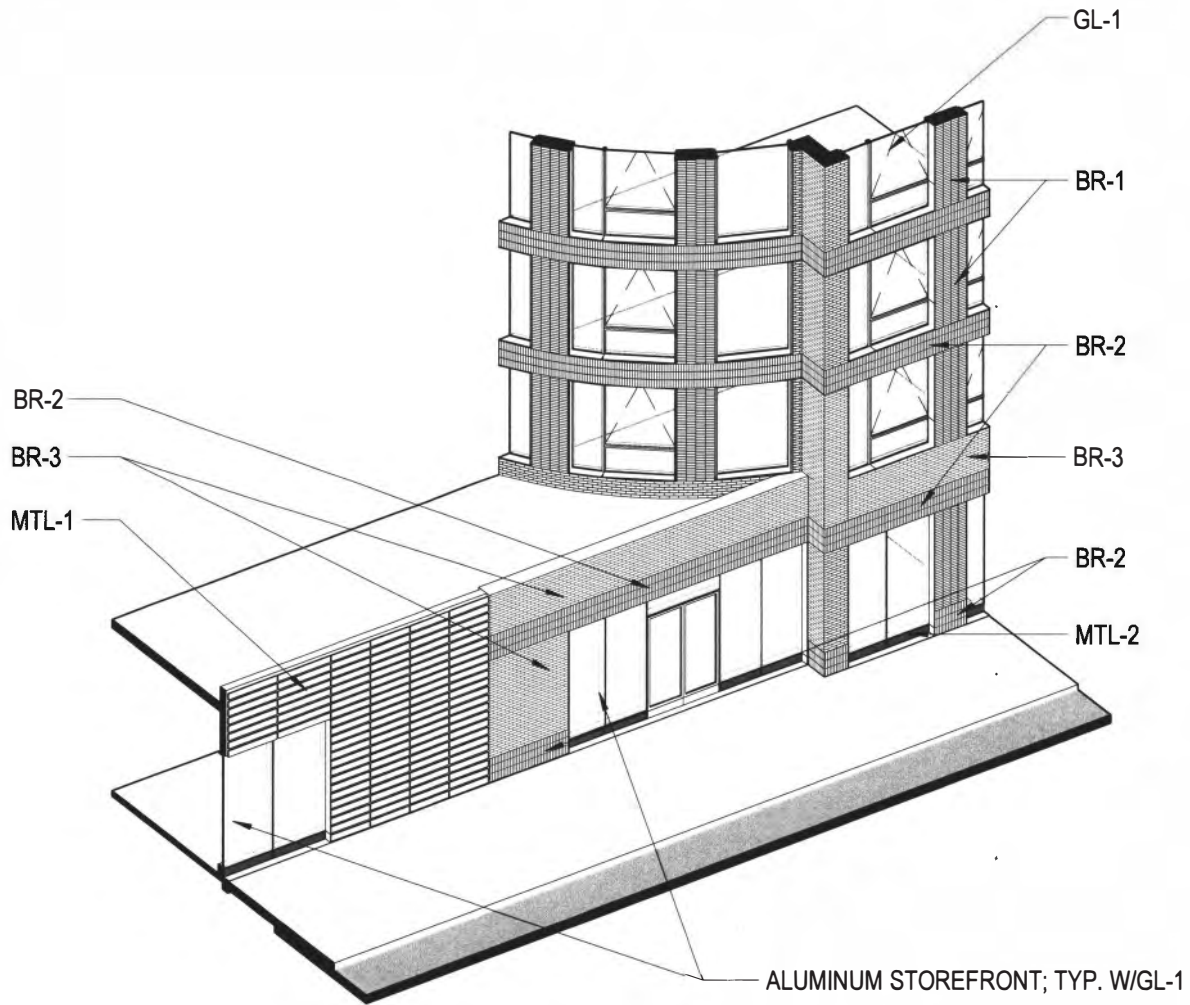
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- BR-2 STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
- BR-3 STANDARD SIZE BRICK SOLDIER COURSE
- CC-1 STANDARD SIZE BRICK RUNNING BOND
- CMU-1 CAST-IN-PLACE, PAINTED CONCRETE
- CMU-2 STANDARD SIZE UNFINISHED CMU
- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE

WEST BUILDING ELEVATION
Scale: 1" = 30'-0"



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FINAL FOR PUBLICATION



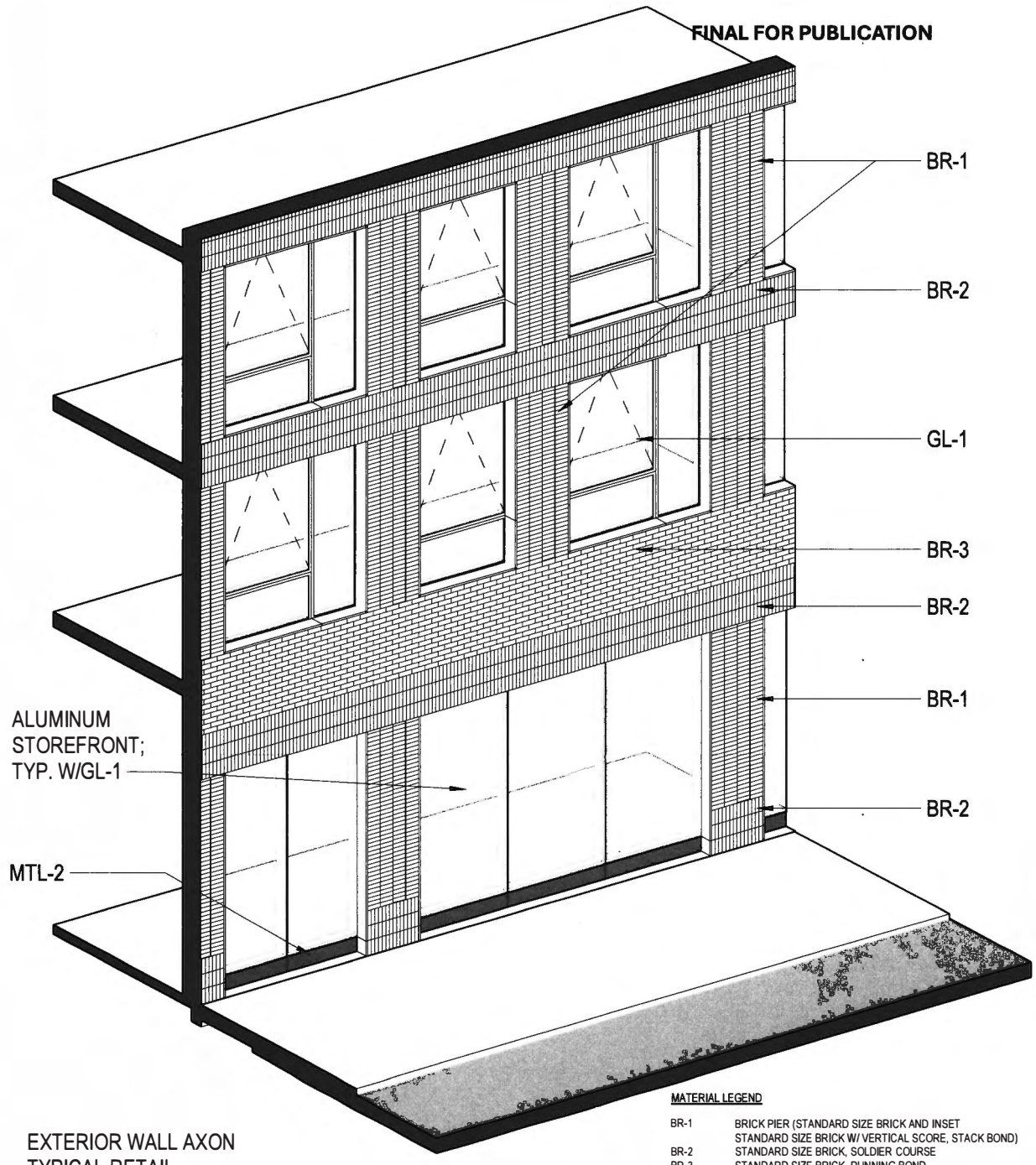
EXTERIOR WALL AXON
RETAIL ENTRANCE

APPLICANT: 3300 CLARK LLC
ADDRESS: 3300 NORTH CLARK STREET
DATE OF INTRODUCTION: SEPTEMBER 18, 2024
PLAN COMMISSION: OCTOBER 17, 2024
DATE OF REVISION: DECEMBER 11, 2018

MATERIAL LEGEND

- BR-1 BRICK PIER (STANDARD SIZE BRICK AND INSET
STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
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- BR-3 STANDARD SIZE BRICK, RUNNING BOND
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- CMU-2 STANDARD SIZE BURNISHED CMU
- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE



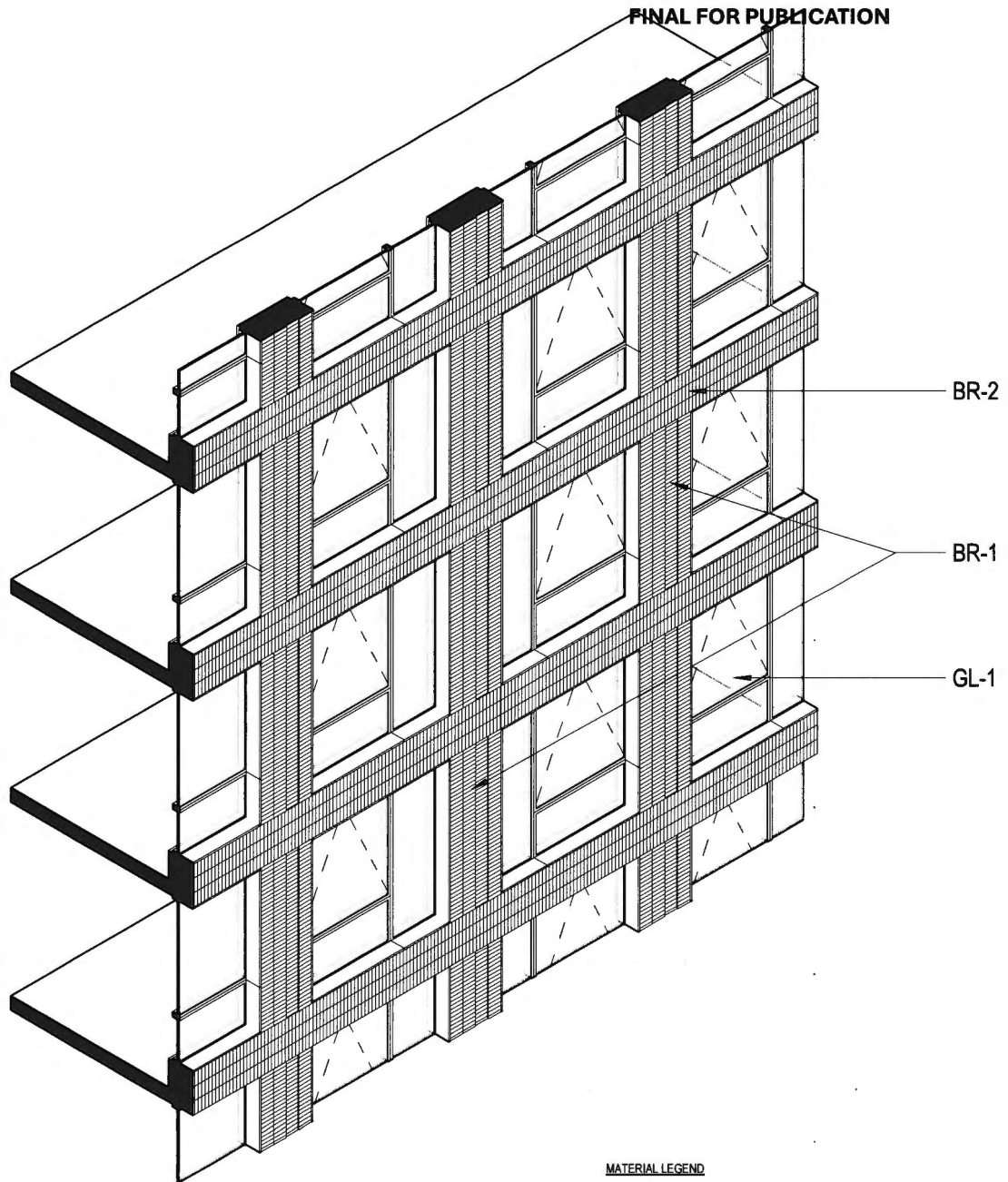


EXTERIOR WALL AXON
TYPICAL RETAIL

APPLICANT: 3300 CLARK LLC
ADDRESS: 3300 NORTH CLARK STREET
DATE OF INTRODUCTION: SEPTEMBER 18, 2024
PLAN COMMISSION: OCTOBER 17, 2024
DATE OF REVISION: DECEMBER 11, 2018

MATERIAL LEGEND

BR-1	BRICK PIER (STANDARD SIZE BRICK AND INSET STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
BR-2	STANDARD SIZE BRICK, SOLDIER COURSE
BR-3	STANDARD SIZE BRICK, RUNNING BOND
CC-1	CAST-IN-PLACE, PAINTED CONCRETE
CMU-1	STANDARD SIZE UNFINISHED CMU
CMU-2	STANDARD SIZE BURNISHED CMU
FC-1	FIBER CEMENT PANEL
GL-1	VISION GLASS
MTL-1	METAL SCREEN
MTL-2	METAL BASE



EXTERIOR WALL AXON
RESIDENTIAL (SOUTH & EAST)

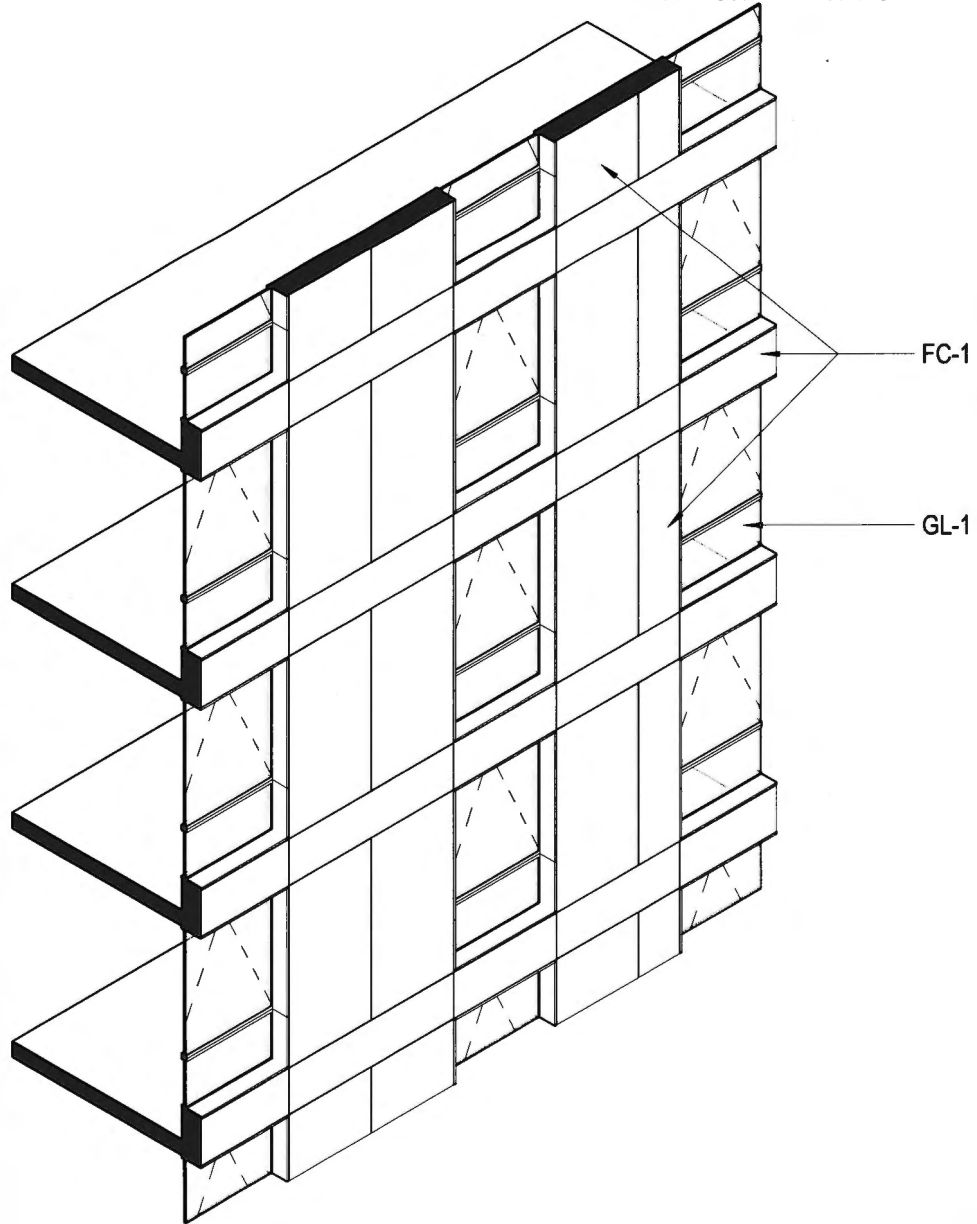
APPLICANT: 3300 CLARK LLC
ADDRESS: 3300 NORTH CLARK STREET
DATE OF INTRODUCTION: SEPTEMBER 18, 2024
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MATERIAL LEGEND

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STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
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- CMU-1 STANDARD SIZE UNFINISHED CMU
- CMU-2 STANDARD SIZE BURNISHED CMU
- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE



FINAL FOR PUBLICATION



EXTERIOR WALL AXON
RESIDENTIAL (WEST)

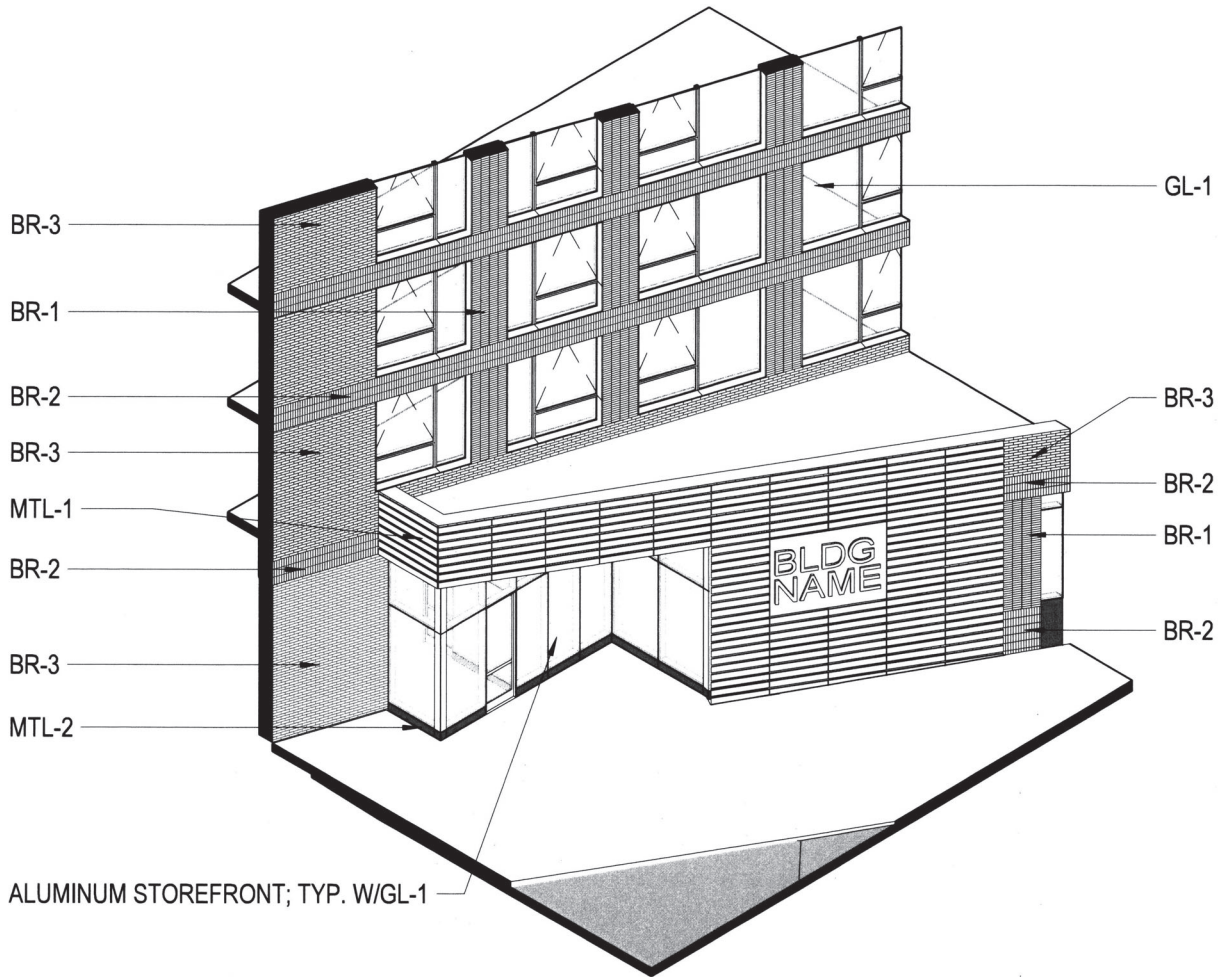
APPLICANT: 3300 CLARK LLC
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- BR-2 STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
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- FC-1 FIBER CEMENT PANEL
- GL-1 VISION GLASS
- MTL-1 METAL SCREEN
- MTL-2 METAL BASE



FINAL FOR PUBLICATION



EXTERIOR WALL AXON
RESIDENTIAL ENTRY

APPLICANT: 3300 CLARK LLC
ADDRESS: 3300 NORTH CLARK STREET
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MATERIAL LEGEND

BR-1	BRICK PIER (STANDARD SIZE BRICK AND INSET STANDARD SIZE BRICK W/ VERTICAL SCORE, STACK BOND)
BR-2	STANDARD SIZE BRICK, SOLDIER COURSE
BR-3	STANDARD SIZE BRICK, RUNNING BOND
CC-1	CAST-IN-PLACE, PAINTED CONCRETE
CMU-1	STANDARD SIZE UNFINISHED CMU
CMU-2	STANDARD SIZE BURNISHED CMU
FC-1	FIBER CEMENT PANEL
GL-1	VISION GLASS
MTL-1	METAL SCREEN
MTL-2	METAL BASE



Reclassification Of Area Shown On Map Nos. 9-H, 9-J, 11-H And 11-J.

(Application No. A-8900)

(Common Address: 3600 -- 4652 N. Western Ave.,
3601 -- 4357 N. Western Ave. And
4501 -- 4643 N. Western Ave.)

[O2024-0010153]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B2-3 Neighborhood Mixed-Use Districts; B3-1 Community Shopping Districts; B3-1.5 Community Shopping Districts; B3-2 Community Shopping Districts; C1-2 Neighborhood Commercial Districts; and C2-2 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Numbers 9-H, 9-J, 11-H, and 11-J in the area bounded by:

West Leland Avenue; North Western Avenue; a line 73 feet south of and parallel to West Leland Avenue; the alley next east of and parallel to North Western Avenue; West Sunnyside Avenue; North Western Avenue; West Montrose Avenue; the alley next east of and parallel to North Western Avenue; a line 237.86 feet south of and parallel to West Cullom Avenue; a line 160 feet east of and parallel to North Western Avenue; West Berteau Avenue; the alley next east of and parallel to North Western Avenue; West Belle Plaine Avenue; North Western Avenue; West Irving Park Road; a line 106 feet east of and parallel to North Western Avenue; a line 124.97 feet south of and parallel to West Irving Park Road; North Western Avenue; West Byron Street; the alley next east of and parallel to North Western Avenue; the alley next north of and parallel to West Addison Street; West Addison Street; the alley next west of and parallel to North Western Avenue; West Waveland Avenue; a line 303.82 feet west of and parallel to North Campbell Avenue; West Grace Street; the alley next west of and parallel to North Western Avenue; a line 75 feet south of and parallel to West Eastwood Avenue; North Western Avenue; a line 140 feet north of and parallel to West Eastwood Avenue; and the alley next west of and parallel to North Western Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 9-I.

(Application No. 22568T1)

(Common Address: 3325 -- 3331 N. Whipple St.)

[O2024-0012530]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-I in the area bounded by:

a line 316 feet north of and parallel to West School Street; a line 125.70 feet east of and parallel to North Whipple Street; a line 245 feet north of and parallel to West School Street; and North Whipple Street,

to those of an RM4.5 Residential Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; Block Site Plan; First, Second and Third Floor Plans; Roof Plan; Foundation Plan; North, South, East and West Building Elevations; Building Sections; and Plat of Survey attached to this ordinance printed on pages 20071 through 20082 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) Type 1 Narrative & Plans – 3325-31 N. Whipple Street, Chicago, IL

Proposed Zoning: RM4.5 Residential Multi-Unit District

Lot Area: 8,924.50 sq. ft.

Proposed Land Use: The existing 2.5 story residential buildings each containing 2 dwelling units and rear detached 2-car garages will remain. The reason for the zoning change is to subdivide the existing property into 3 separate zoning lots. The proposed 3rd lot, which will be 3327 N. Whipple, will be redeveloped with a new 3-story residential building containing 3 dwelling units and a rear detached garage containing 2 off-street parking spaces. The proposed building will have a height measuring 32'. Pursuant to Sec. 17-13-0303-D, Optional Administrative Adjustment and Variation, as well as Secs. 17-13-1101B and 17-13-1101D of the Chicago Zoning Ordinance, for 3331 N. Whipple St., the Applicant/Owner is seeking to reduce the combined side setback requirement of 4.6' to 2'-2" and the north side setback from 2' to 0'-1" with the south side setback will be at 2'-1". As for 3327 N. Whipple St., the Applicant/Owner is seeking to reduce the combined side setback requirement of 4.6' to 4' and the north side setback from 2' to 1' with the south side setback of 3', and reduce the required off-street parking spaces from 3 to 2. As for 3325 N. Whipple St., the Applicant/Owner is seeking to reduce the combined side setback of 5'-2" to 4'-3".

- (A) The Project's Floor Area Ratio:
- | | |
|-------------------------|--------------------------|
| a. 3331 N. Whipple St.: | 2,956 sq. ft. (1.02 FAR) |
| b. 3327 N. Whipple St.: | 4,433 sq. ft. (1.53 FAR) |
| c. 3325 N. Whipple St.: | 3,108 sq. ft. (1.37 FAR) |
- (B) The Project's Density (Minimum Lot Area Per D.U.):
- | | |
|-------------------------|-------------------------------------|
| a. 3331 N. Whipple St.: | 1,445.55 sq. ft. (2 dwelling units) |
| b. 3327 N. Whipple St.: | 963.7 sq. ft. (3 dwelling units) |
| c. 3325 N. Whipple St.: | 1,134.1 sq. ft. (2 dwelling units) |
- (C) The amount of off-street parking:
- | | |
|-------------------------|-----------------------------|
| a. 3331 N. Whipple St.: | 2 parking spaces (existing) |
| b. 3327 N. Whipple St.: | 2 parking spaces |
| c. 3325 N. Whipple St.: | 3 parking spaces |
- (D) Setbacks:
- | | |
|---------------------------|--------|
| a. 3331 N. Whipple St.: | |
| • Front Setback: | 12'-5" |
| • Combined Side Setbacks: | 2'-2" |
| • North Side Setback: | 0'-1" |

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- South Side Setback: 2'-1"
- Rear Setback: 44'-1"
- Rear Yard Open Space: 450 sq. ft.

b. 3327 N. Whipple St.:

- Front Setback: 13'-4 1/2"
- Combined Side Setbacks: 4'-0"
- North Side Setback: 1'-0"
- South Side Setback: 3'-0"
- Rear Setback: 37'-8"
- Rear Yard Open Space: 205 sq. ft.

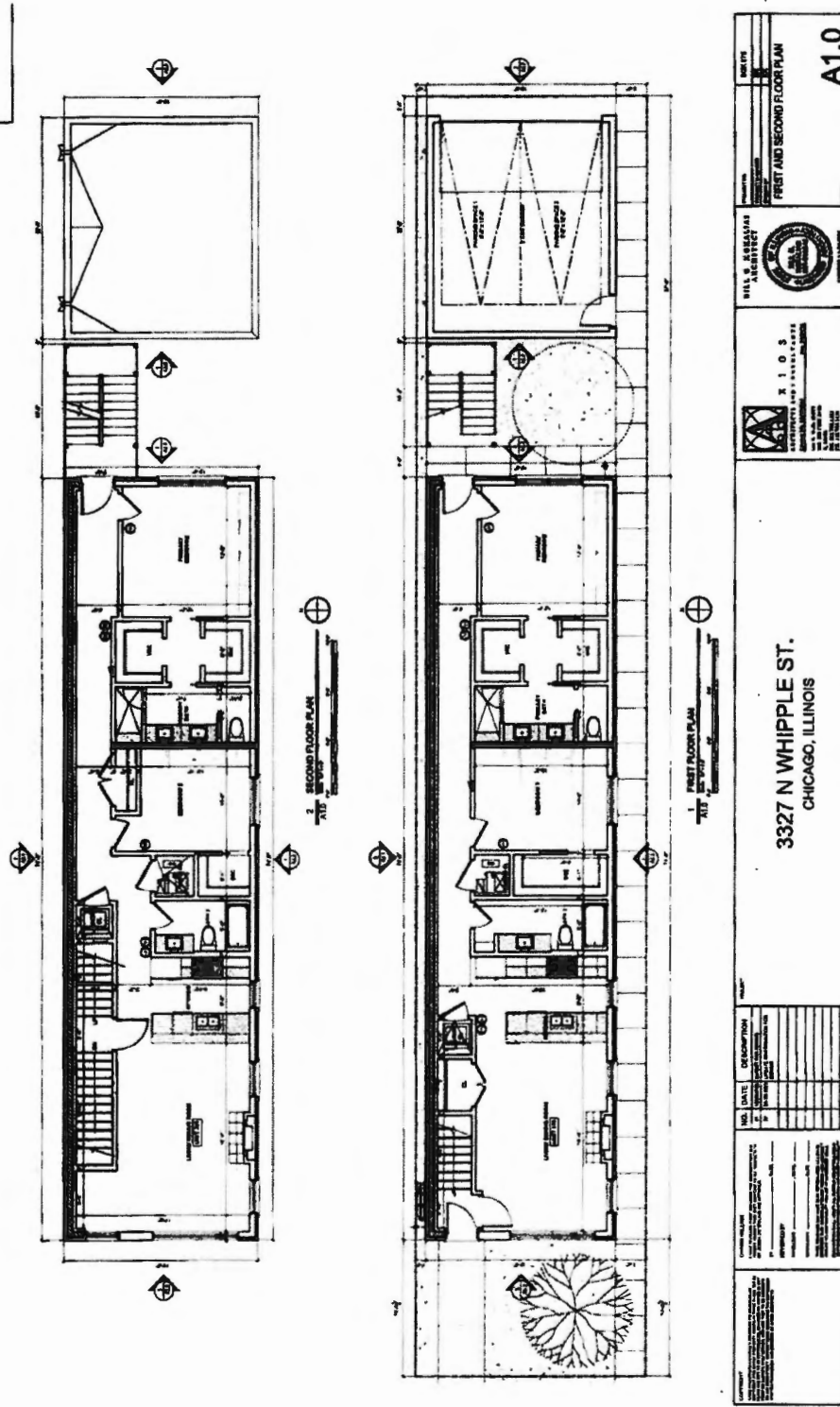
c. 3325 N. Whipple St.:

- Front Setback: 11'-4"
- Combined Side Setbacks: 4'-3"
- North Side Setback: 2'-1"
- South Side Setback: 2'-2"
- Rear Setback: 43'-7"
- Rear Yard Open Space: 612 sq. ft.

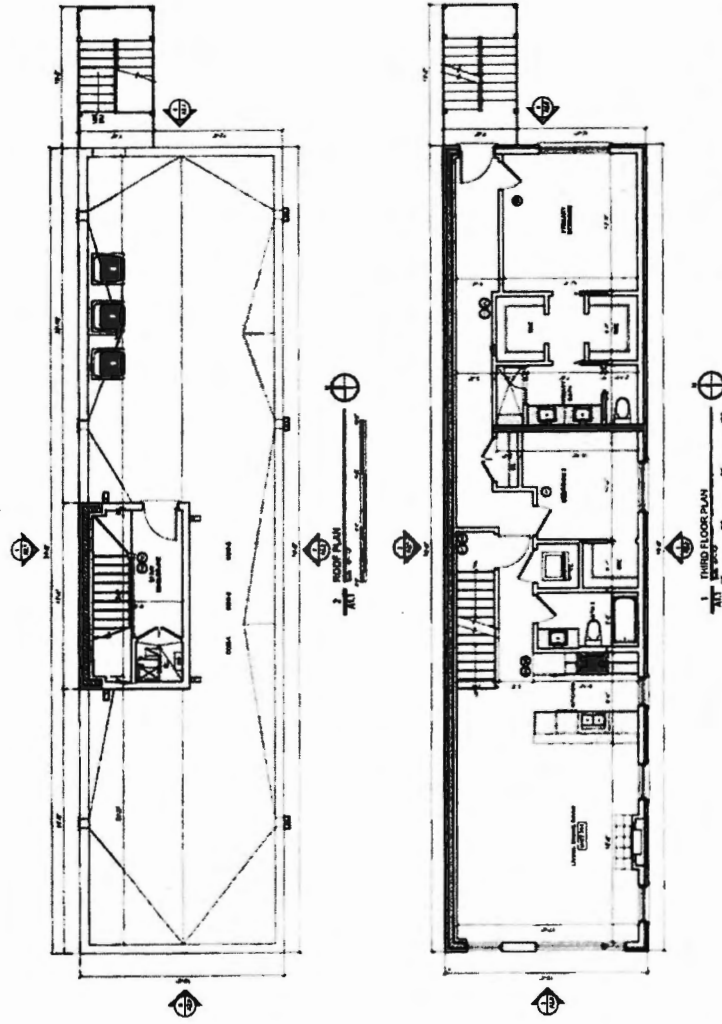
(E) Building Height:

- a. 3331 N. Whipple St.: 29'-8"
- b. 3327 N. Whipple St.: 38'-8"
- c. 3325 N. Whipple St.: 33'-2"

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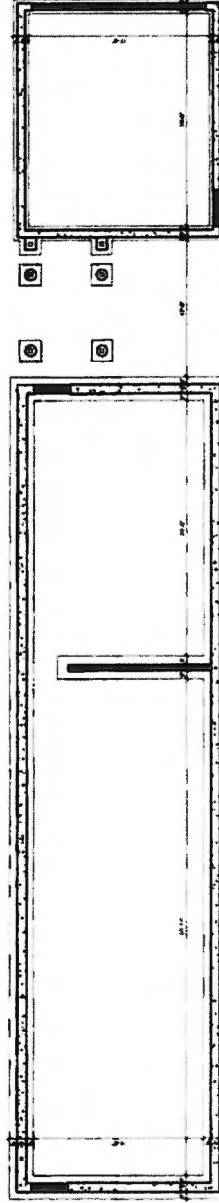
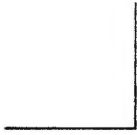


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<p>3327 N WHIPPLE ST. CHICAGO, ILLINOIS</p>		<p>X I O S ARCHITECTURE AND INTERIORS 100 N. LAUREL ST. CHICAGO, IL 60610 PH: 312.329.1111</p>	<p>MILL G. ROSALIS ARCHITECT 100 N. LAUREL ST. CHICAGO, IL 60610 PH: 312.329.1111</p>	<p>THIRD FLOOR AND ROOF PLAN A1.1</p>
<p>DATE: 10/30/2024</p>	<p>DESCRIPTION: THIRD FLOOR AND ROOF PLAN</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 20076</p>	<p>DATE: 10/30/2024</p>

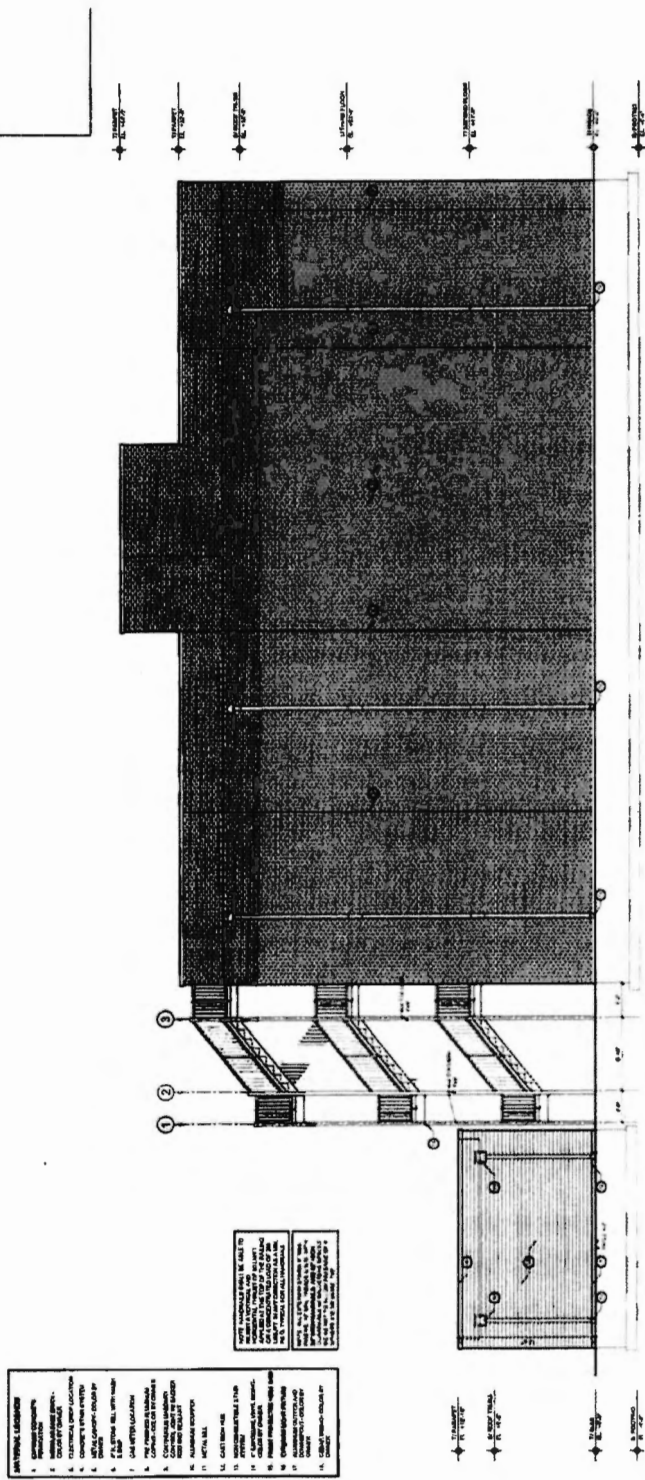
Final for Publication



FOUNDATION PLAN
1/17

PROJECT: _____ DRAWING NO.: _____ DATE: _____ SCALE: _____		DESCRIPTION: _____ FOUNDATION PLAN AND DETAILS		SHEETS: _____ TOTAL: _____ A1.2	
ARCHITECT: _____ ENGINEER: _____ REGISTERED PROFESSIONAL ENGINEER STATE OF ILLINOIS NO. _____ EXPIRES _____		HELL O. ROZASINSKI ARCHITECT 		X I O E ARCHITECTURE AND INTERIORS 3327 N WHIPPLE ST. CHICAGO, ILLINOIS 60647 TEL: (773) 332-7000 FAX: (773) 332-7001 WWW.XIOE.COM	
3327 N WHIPPLE ST. CHICAGO, ILLINOIS					

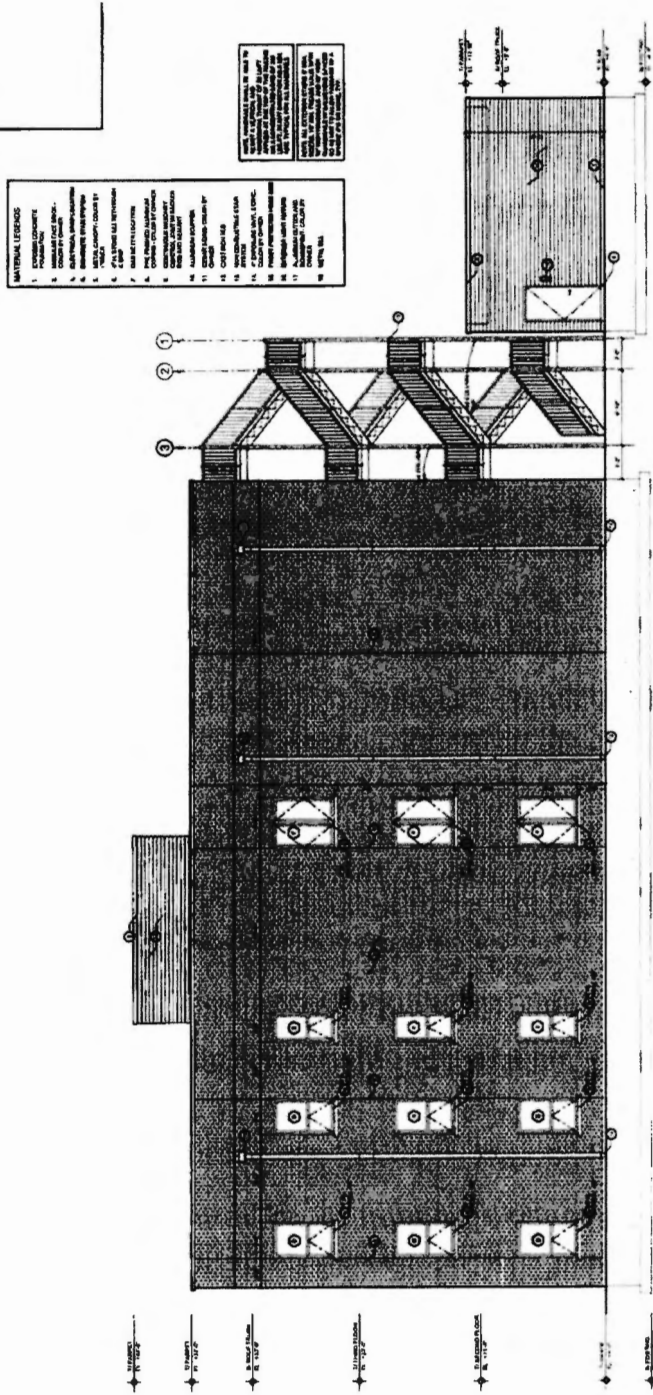
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NORTH ELEVATION

3327 N WHIPPLE ST. CHICAGO, ILLINOIS		NORTH ELEVATION A2.1	
HILL O. SEGALIAN ARCHITECT		HILL O. SEGALIAN ARCHITECT	
X I O S ARCHITECTURE AND CONSULTANTS		HILL O. SEGALIAN ARCHITECT	
DATE: 10/30/2024 TIME: 10:00 AM		DATE: 10/30/2024 TIME: 10:00 AM	
DESCRIPTION:		DESCRIPTION:	
NO. DATE DESCRIPTION		NO. DATE DESCRIPTION	
1 10/30/2024		1 10/30/2024	
2 10/30/2024		2 10/30/2024	
3 10/30/2024		3 10/30/2024	
4 10/30/2024		4 10/30/2024	
5 10/30/2024		5 10/30/2024	
6 10/30/2024		6 10/30/2024	

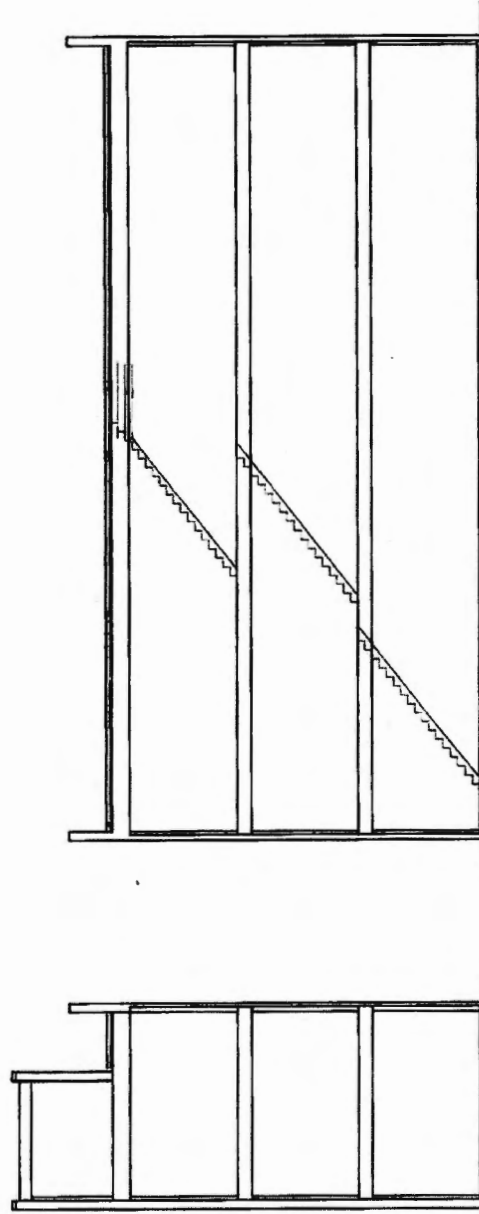
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1. SOUTH ELEVATION

<p>3327 N WHIPPLE ST. CHICAGO, ILLINOIS</p>		<p>BILLS & BERESKIN ARCHITECT</p>	<p>SOE/PT</p> <p>SOUTH ELEVATION</p> <p>A2.2</p>
<p>NO.</p> <p>DATE</p> <p>DESCRIPTION</p>	<p>NO.</p> <p>DATE</p> <p>DESCRIPTION</p>	<p>NO.</p> <p>DATE</p> <p>DESCRIPTION</p>	<p>NO.</p> <p>DATE</p> <p>DESCRIPTION</p>

Final for Publication



<p>3327 N WHIPPLE ST. CHICAGO, ILLINOIS</p>		<p>NO. 108 REGISTERED ARCHITECTS AND ENGINEERS OF THE STATE OF ILLINOIS OFFICE OF THE ARCHITECT AND ENGINEER 100 N. LAUREL ST., CHICAGO, ILL. 60602</p>		<p>BILLO ROZELLER ARCHITECT 100 N. LAUREL ST., CHICAGO, ILL. 60602 TEL: 312.467.1000 WWW.BRILLIANTDESIGN.COM</p>		<p>BUILDING SECTIONS</p>		<p>A3.0</p>	
<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>PROJECT NO: _____</p> <p>SCALE: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT OWNER: _____</p> <p>PROJECT ARCHITECT: _____</p> <p>PROJECT ENGINEER: _____</p> <p>PROJECT CONTRACTOR: _____</p> <p>PROJECT SUBMITTER: _____</p> <p>PROJECT REVIEWER: _____</p> <p>PROJECT APPROVER: _____</p> <p>PROJECT DATE: _____</p> <p>PROJECT STATUS: _____</p> <p>PROJECT COMMENTS: _____</p>		<p>NO. DATE DESCRIPTION</p> <p>1 10/30/2024 BUILDING SECTIONS</p>		<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>PROJECT NO: _____</p> <p>SCALE: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT OWNER: _____</p> <p>PROJECT ARCHITECT: _____</p> <p>PROJECT ENGINEER: _____</p> <p>PROJECT CONTRACTOR: _____</p> <p>PROJECT SUBMITTER: _____</p> <p>PROJECT REVIEWER: _____</p> <p>PROJECT APPROVER: _____</p> <p>PROJECT DATE: _____</p> <p>PROJECT STATUS: _____</p> <p>PROJECT COMMENTS: _____</p>		<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>PROJECT NO: _____</p> <p>SCALE: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT OWNER: _____</p> <p>PROJECT ARCHITECT: _____</p> <p>PROJECT ENGINEER: _____</p> <p>PROJECT CONTRACTOR: _____</p> <p>PROJECT SUBMITTER: _____</p> <p>PROJECT REVIEWER: _____</p> <p>PROJECT APPROVER: _____</p> <p>PROJECT DATE: _____</p> <p>PROJECT STATUS: _____</p> <p>PROJECT COMMENTS: _____</p>		<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>PROJECT NO: _____</p> <p>SCALE: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT OWNER: _____</p> <p>PROJECT ARCHITECT: _____</p> <p>PROJECT ENGINEER: _____</p> <p>PROJECT CONTRACTOR: _____</p> <p>PROJECT SUBMITTER: _____</p> <p>PROJECT REVIEWER: _____</p> <p>PROJECT APPROVER: _____</p> <p>PROJECT DATE: _____</p> <p>PROJECT STATUS: _____</p> <p>PROJECT COMMENTS: _____</p>	

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780 N. WHEPPLE AVENUE
LINCOLNWOOD, ILLINOIS 60112
www.pas.com



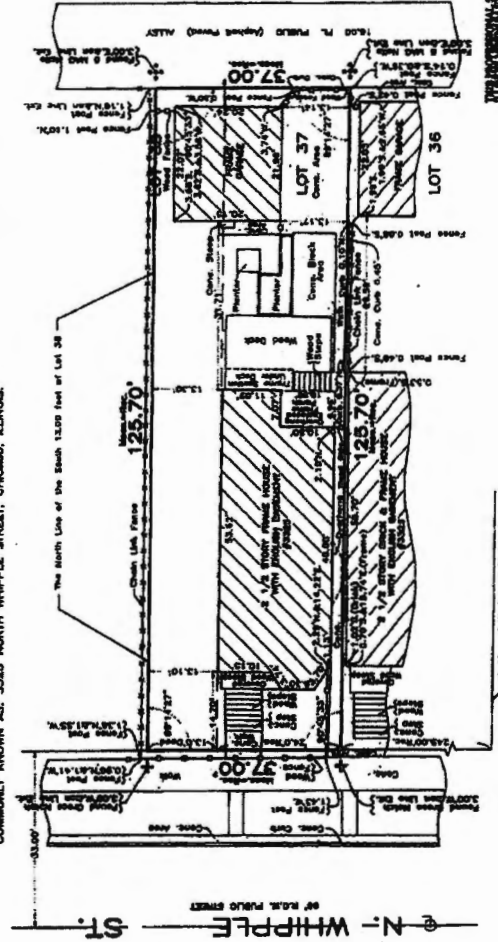
GRAPHIC SCALE
1" = 10' (IF TRUE)
1" = 10' PL.

PROFESSIONALS ASSOCIATED SURVEY, INC.
PROFESSIONAL DESIGN FIRM NO. 184-00323

PLAT OF SURVEY

OF
LOT 37 AND THE SOUTH 13 FEET OF LOT 36 IN BLOCK 2 IN S. E. GROSS'S UHNER DEN LINDEN ADDITION TO CHICAGO IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
LAND TOTAL AREA: 4,850-988 SQ. FT. = 0.1088 ACRE.
COMMONLY KNOWN AS: 3325 NORTH WHITTLE STREET, CHICAGO, ILLINOIS.

TEL: (630) 652-3880
FAX: (630) 652-3187
e-mail: pas@pas.com



THE PROFESSIONAL ENGINEER'S SEAL IS A REQUIREMENT FOR THE PRACTICE OF PROFESSIONAL ENGINEERING IN THE STATE OF ILLINOIS. THIS SEAL IS VALID FOR THE PRACTICE OF PROFESSIONAL ENGINEERING IN THE STATE OF ILLINOIS. IT IS NOT VALID FOR THE PRACTICE OF PROFESSIONAL ENGINEERING IN ANY OTHER STATE OR COUNTRY. ANY UNLAWFUL USE OF THIS SEAL IS PROHIBITED BY LAW AND IS SUBJECT TO PENALTY AND PROSECUTION. ANY UNLAWFUL USE OF THIS SEAL IS PROHIBITED BY LAW AND IS SUBJECT TO PENALTY AND PROSECUTION.

NOT TO BE FILED NEARER SOUTH
-NOT TO BE FILED NEARER SOUTH
-SURFACE DETAILS OBTAINED BY SNOG.

THE LEGAL DESCRIPTION SHOWN ON THIS PLAT HEREBY
MAKES A PART OF THIS ORDER, AND THE ACCURACY
HEREOF IS GUARANTEED BY THE SURVEYOR.
SURVEYING HAS NOT TO BE ASSUMED FROM THIS PLAT.
FOR THE SURVEYOR'S SIGNATURE AND SEAL
Order No. 115-88875
Scale: 1 inch = 10 feet
Date of Plat: FEBRUARY 28, 2018.
Created by: PAS/ANNA INVESTMENTS

Reclassification Of Area Shown On Map No. 11-H.
(Application No. 22562)
(Common Address: 2015 -- 2033 W. Montrose Ave.)

[O2024-0012524]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RS3 Residential Single-Unit District and B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

West Montrose Avenue; the public alley next west of and parallel to North Damen Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 200.0 feet west of and parallel to the public alley next west of and parallel to North Damen Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.



Reclassification Of Area Shown On Map No. 11-J.
(As Amended)
(Application No. 22563T1)
(Common Address: 4415 -- 4453 N. Pulaski Rd.)

[SO2024-0012525]

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 11-J in the area bounded by:

a line 94.32 feet south of and parallel to West Sunnyside Avenue; a line 133.66 feet east of and parallel to North Pulaski Road; a line 494.32 feet south of and parallel to West Sunnyside Avenue; and North Pulaski Road,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan and Front, Rear, North and South View of Subject Property attached to this ordinance printed on pages 20085 through 20089 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Amended to be a Type 1 Zoning Map Amendment
Narrative and Plans
4415-53 N. Pulaski Rd
From B1-1 to C1-1

The subject property is improved with a one story retail strip center. The applicant needs a zoning change to get a business license and reestablish a coin-operated laundromat in an existing space in the strip center.

- A. Applicant plans to reestablish a laundromat in the existing retail strip center.
- B. The project has about 29,890 SF of commercial space for an FAR of about 0.56.
- C. The lot area is about 53,466 SF but there are no residential units.
- D. There are about 65 parking spaces.
- E. The existing setbacks are shown on both the survey and site plan. See attached. No changes.
- F. The building height is about 15 feet. No changes.

Final for Publication

Exhibit 1

View of the Front of the Subject Property

4415-53 N. Pulaski Rd



Final for Publication

Exhibit 2

View of the North Side of the Subject Property
4415-53 N. Pulaski Rd



Final for Publication

Exhibit 3

View of the Rear of the Subject Property

4415-53 N. Pulaski Rd



Final for Publication

Exhibit 4

View of the South Side of the Subject Property

4415-53 N. Pulaski Rd



Reclassification Of Area Shown On Map No. 11-J.

(Application No. 22548T1)

(Common Address: 4617 -- 4623 N. Pulaski Rd.)

[O2024-0012502]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-J in the area bounded by:

a line 250.0 feet north of and parallel to West Wilson Avenue; the public alley next east of and parallel to North Pulaski Road; and a line 150.0 feet north of and parallel to West Wilson Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Cover Sheet; Building Code Matrix; Demolition Plan(s); New 1st and 2nd Floor Plans; New Roof Plan; New Ceiling Plan; New Wall Types; New Exterior Elevations; New Building Sections; and New Building Details attached to this ordinance printed on pages 20093 through 20104 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

ZONING NARRATIVE AND PLANS
TYPE-1 MAP AMENDMENT AT
4617-23 North Pulaski Road
From B1-1 to C1-1

The applicant, Unlimited Transmissions & Repair, Inc., is seeking approval of a Type-1 Map Amendment from B1-1 Neighborhood Shopping District to that of a C1-1 Neighborhood Commercial District in order to allow a 9,900.0 sq. ft. addition to the 1st floor of an existing 4,098.0 sq. ft. one and two-story commercial building for a total of 13,998.0 sq. ft. in order to establish a motor vehicle repair shop, specializing in transmission repairs; with five service bays, six off-street parking spaces, and one existing driveway facility for the property located at 4617-23 North Pulaski Road with a building height of 28.5 ft.

Proposed Building:

Lot Area: 12,533.0sq. ft.

Floor Area Ratio: Proposed 1.12

Building Size: 13,998.0 sq. ft.

Density: No dwelling units.

Off-Street Parking Spaces: Six

Setbacks:

Front Yard 0.00 feet west
Side Yard 20.0 feet north
Side Yard 0.00 feet south
Rear Yard 0.00 feet east

Rear Yard Open Space: N/A

Building Height: 28.5 ft.

Existing Building:

Lot Area: 12,533.0 sq. ft.

Floor Area Ratio: Existing 1.12

Building Size: 4,098.0 sq. ft.

Density: No dwelling units.

Off-Street Parking Spaces: Four

Setbacks:

Front Yard 0.0 feet west
Side Yard 20.0 feet north
Side Yard 0.0 feet south
Rear Yard 0.0 feet east

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*Seeking Type-1 Section 17-13-1003-EE(1); Applicant is seeking an Administrative Adjustment for a 40% reduction of the required ten off-street parking spaces, per 17-10-0207-N Parking Standard, to six off-street parking spaces for a proposed transmission vehicle repair shop with five service bays and six off-street parking spaces located in a Transit Served Location (TSL) within less than 1,320.0 ft of a 53 Pulaski CTA bus stop.

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SPR 2019 CBC - NEW AUTO REPAIR SHOP ADDITION TO EXISTING 2 STORY COMMERCIAL BUILDING- TYPE III-A CONSTRUCTION @ 4617 N. PULASKI RD CHICAGO, IL 60630

Local Code Information
 Building Code: CBC-2019
 Code: CBC-2019
 Building Energy Code: 2019 ILCS 604/11-1
 Accessibility Code: 2010 ADA Standards for Accessible Design (2010 ADA Standards)

REVISIONS:
 1. 10/30/2024: CORRECTED PERMITS AND PERMITS
 2. 10/30/2024: CORRECTED PERMITS AND PERMITS
 3. 10/30/2024: CORRECTED PERMITS AND PERMITS
 4. 10/30/2024: CORRECTED PERMITS AND PERMITS
 5. 10/30/2024: CORRECTED PERMITS AND PERMITS
 6. 10/30/2024: CORRECTED PERMITS AND PERMITS
 7. 10/30/2024: CORRECTED PERMITS AND PERMITS
 8. 10/30/2024: CORRECTED PERMITS AND PERMITS
 9. 10/30/2024: CORRECTED PERMITS AND PERMITS
 10. 10/30/2024: CORRECTED PERMITS AND PERMITS

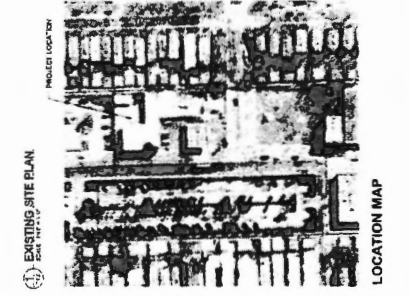
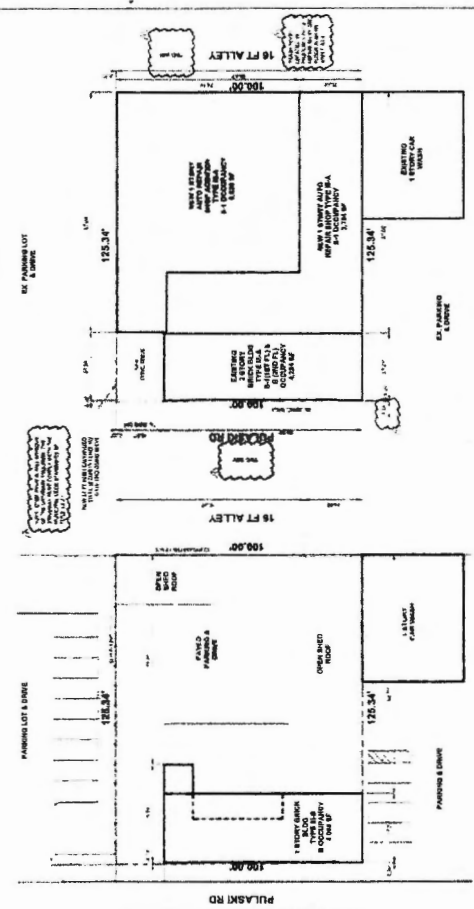
Owner/Developer/Tenant
 HUGO ANILEK
 118 W Hubbard Street
 CHICAGO IL 60630
 hugoanilek1@yahoo.com

Architecture/Life Safety ARCHITECTS
 SENGA ARCHITECTS
 118 W Hubbard Street #600
 Chicago Illinois 60654
 Tel: 312 235 6869
 info@sengarch.com
 WWW.SENGAARCH.COM

M/E/P Engineer ARCHITECTS
 SENGA ARCHITECTS
 118 W Hubbard Street #600
 Chicago Illinois 60654
 Tel: 312 235 6869
 info@sengarch.com
 WWW.SENGAARCH.COM

Structure ARCHITECTS
 SENGA ARCHITECTS
 118 W Hubbard Street #600
 Chicago Illinois 60654
 Tel: 312 235 6869
 info@sengarch.com
 WWW.SENGAARCH.COM

I HEREBY CERTIFY THAT I AM AN ARCHITECT REGISTERED WITH THE BOARD OF ARCHITECTS OF THE STATE OF ILLINOIS AND AM THE DESIGN PROFESSIONAL WHO HAS PREPARED THIS SET OF ARCHITECTURAL DRAWINGS FOR THE PROJECT DESCRIBED HEREIN.
LIBERLA BONA
 ARCHITECT
 118 W HUBBARD STREET, CHICAGO, IL 60630
 TEL: 312 235 6869
 LIBERLA@SENGAARCH.COM
 DATE: 10/30/2024
 SIGNED: LIBERLA BONA (ARCH)



ZONING ORDINANCE INFORMATION

Item	Description	Notes
1	USE	COMMERCIAL (C-2)
2	HEIGHT	35 FT
3	AREA	10,000 SQ FT
4	SETBACKS	FRONT: 10 FT, SIDE: 5 FT, REAR: 10 FT
5	PARKING	10 SPACES
6	SCREENING	NOT APPLICABLE
7	OTHER	SEE ZONING ORDINANCE

LIST OF REVISIONS

NO.	DATE	DESCRIPTION
1	10/30/2024	ISSUED FOR PERMITS
2	10/30/2024	ISSUED FOR PERMITS
3	10/30/2024	ISSUED FOR PERMITS
4	10/30/2024	ISSUED FOR PERMITS
5	10/30/2024	ISSUED FOR PERMITS
6	10/30/2024	ISSUED FOR PERMITS
7	10/30/2024	ISSUED FOR PERMITS
8	10/30/2024	ISSUED FOR PERMITS
9	10/30/2024	ISSUED FOR PERMITS
10	10/30/2024	ISSUED FOR PERMITS

ARCHITECTS
 SENGA ARCHITECTS
 118 W Hubbard Street #600
 Chicago Illinois 60654
 Tel: 312 235 6869
 info@sengarch.com
 WWW.SENGAARCH.COM

NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

T1.0
 COVER SHEET

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ARCHITECTS
 1875 ARCHITECTS
 Chicago, Illinois 60614
 Tel: 312.333.8888
 www.1875architects.com

ISSUED FOR PRINT 01/12/2024
 Project Number: 18750208
 Drawing: ANV
 Checked by: TS
 Date: 10/30/24

BUILDING CODE MATRIX

NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

ISSUED FOR PRINT 01/12/2024
 Project Number: 18750208
 Drawing: ANV
 Checked by: TS
 Date: 10/30/24

BUILDING CODE MATRIX

CHICAGO ZONING ORDINANCE REQUIREMENTS		CHICAGO BUILDING CODE REQUIREMENTS		MA
ITEM	SUBJECT	CODE REFERENCE	ACTUAL	LOCATION/SHEET NO.
1.0	General Building Code	2019 Chicago Building Code	2019 Chicago Building Code	MA
2.0	Fire and Life Safety	2019 Chicago Building Code	2019 Chicago Building Code	MA
3.0	Accessibility	2019 Chicago Building Code	2019 Chicago Building Code	MA
4.0	Energy Conservation	2019 Chicago Building Code	2019 Chicago Building Code	MA
5.0	Structural	2019 Chicago Building Code	2019 Chicago Building Code	MA
6.0	Electrical	2019 Chicago Building Code	2019 Chicago Building Code	MA
7.0	Plumbing	2019 Chicago Building Code	2019 Chicago Building Code	MA
8.0	Mechanical	2019 Chicago Building Code	2019 Chicago Building Code	MA
9.0	Other Required Data	Chicago Building Code	COMPLETE	MA

T2.0

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ARCHITECTURAL SYMBOL LEGEND

FIRE / SHORE SEPARATION LEGEND

ARCHITECTURAL KEYED NOTES

NEW AUTO REPAIR SHOP ADDITON
4617 N PULASKI RD, CHICAGO, IL 60630

ARCHITECTS
118 W. MADISON STREET, SUITE 200
CHICAGO, ILLINOIS 60602
TEL: 312.467.1000
WWW.BELMONTARCH.COM

PERMITS
312.467.1000
00-001190

DESIGNED FOR: [REDACTED] **DATE:** 08/14/24
PROJECT NUMBER: 18-01008
DATE: 08/14/24
PROJECT NAME: NEW AUTO REPAIR SHOP
NEW 1ST FLOOR PLAN

Sheet No. A2.0

CODE OCCUPANCY FORMS

1ST FLOOR - NEW PLAN

INTERIOR ELEVATION - STAFF LOUNGE
INTERIOR ELEVATION - MENS
INTERIOR ELEVATION - MENS
INTERIOR ELEVATION - MENS
PLAN DETAIL

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ARCHITECTS
 18 N LA SALLE STREET
 CHICAGO, ILLINOIS 60601
 TEL: 312.329.2000
 FAX: 312.329.2001
 WWW.BREYERARCHITECTS.COM

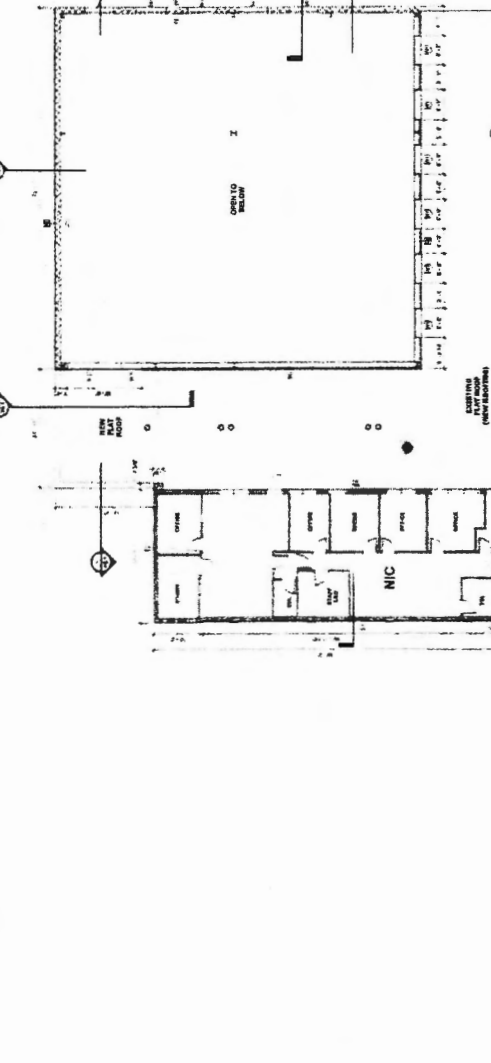
4617 N PULASKI RD, CHICAGO, IL 60630

DESIGNED FOR: NEW AUTO REPAIR SHOP ADDITION
 DATE: 10/30/2024
 DEVELOPER: [REDACTED]

Project Name: NEW AUTO REPAIR SHOP ADDITION
 Project Number: 181110000
 Drawn by: [REDACTED]
 Checked by: [REDACTED]
 Sheet Title: NEW 2ND FLOOR PLAN
 Sheet No: A2.1

DOOR TYPE LEGEND		DOOR HARDWARE		DOOR HARDWARE NOTES	
TYPE	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL
1.00	[Symbol]	1.00	[Symbol]	1.00	[Symbol]
1.01	[Symbol]	1.01	[Symbol]	1.01	[Symbol]
1.02	[Symbol]	1.02	[Symbol]	1.02	[Symbol]
1.03	[Symbol]	1.03	[Symbol]	1.03	[Symbol]
1.04	[Symbol]	1.04	[Symbol]	1.04	[Symbol]
1.05	[Symbol]	1.05	[Symbol]	1.05	[Symbol]
1.06	[Symbol]	1.06	[Symbol]	1.06	[Symbol]
1.07	[Symbol]	1.07	[Symbol]	1.07	[Symbol]
1.08	[Symbol]	1.08	[Symbol]	1.08	[Symbol]
1.09	[Symbol]	1.09	[Symbol]	1.09	[Symbol]
1.10	[Symbol]	1.10	[Symbol]	1.10	[Symbol]
1.11	[Symbol]	1.11	[Symbol]	1.11	[Symbol]
1.12	[Symbol]	1.12	[Symbol]	1.12	[Symbol]
1.13	[Symbol]	1.13	[Symbol]	1.13	[Symbol]
1.14	[Symbol]	1.14	[Symbol]	1.14	[Symbol]
1.15	[Symbol]	1.15	[Symbol]	1.15	[Symbol]
1.16	[Symbol]	1.16	[Symbol]	1.16	[Symbol]
1.17	[Symbol]	1.17	[Symbol]	1.17	[Symbol]
1.18	[Symbol]	1.18	[Symbol]	1.18	[Symbol]
1.19	[Symbol]	1.19	[Symbol]	1.19	[Symbol]
1.20	[Symbol]	1.20	[Symbol]	1.20	[Symbol]

GENERAL DOOR & HARDWARE NOTES	
1. Code & Designation: See door list	
2. Additional Codes: See door list	
3. Sizing: Dimensions represent the height of work as per standard and are approximate. Conditions in brackets are for reference only. All dimensions are in feet and inches unless otherwise indicated.	
4. Materials: Dimensions and materials are as indicated on all drawings. Materials are to be installed in accordance with the manufacturer's instructions.	
5. Hardware: See door list for hardware specifications.	
6. Finishes: See door list for finish specifications.	
7. Installation: See door list for installation instructions.	
8. Notes: See door list for additional notes.	
9. Notes: See door list for additional notes.	
10. Notes: See door list for additional notes.	
11. Notes: See door list for additional notes.	
12. Notes: See door list for additional notes.	
13. Notes: See door list for additional notes.	
14. Notes: See door list for additional notes.	
15. Notes: See door list for additional notes.	
16. Notes: See door list for additional notes.	
17. Notes: See door list for additional notes.	
18. Notes: See door list for additional notes.	
19. Notes: See door list for additional notes.	
20. Notes: See door list for additional notes.	



DOOR SCHEDULE ABBREVIATIONS	
DOOR MATERIAL TYPE	DOOR FRAME MATERIAL
1.00	1.00
1.01	1.01
1.02	1.02
1.03	1.03
1.04	1.04
1.05	1.05
1.06	1.06
1.07	1.07
1.08	1.08
1.09	1.09
1.10	1.10
1.11	1.11
1.12	1.12
1.13	1.13
1.14	1.14
1.15	1.15
1.16	1.16
1.17	1.17
1.18	1.18
1.19	1.19
1.20	1.20

NEW 2ND FLOOR PLAN

DATE: 10/30/2024

SCALE: 1/8" = 1'-0"

PROJECT: NEW AUTO REPAIR SHOP ADDITION

ARCHITECT: BREYER ARCHITECTS

Final for Publication

ROOF KEYED NOTES

1. ALL ROOFING SHALL BE PERFORMED BY A LICENSED ROOFER.

2. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ROOFING CODE.

3. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

4. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 220 ROOFING STANDARDS.

5. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF DRY CLEANING AND LAUNDRY (IADCL) ROOFING STANDARDS.

6. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF ROOFING CONTRACTORS (IARC) ROOFING STANDARDS.

7. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF ROOFING CONTRACTORS (IARC) ROOFING STANDARDS.

8. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF ROOFING CONTRACTORS (IARC) ROOFING STANDARDS.

9. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF ROOFING CONTRACTORS (IARC) ROOFING STANDARDS.

10. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF ROOFING CONTRACTORS (IARC) ROOFING STANDARDS.

ARCHITECTS
 4617 N PULASKI RD, CHICAGO, IL 60630
 TEL: 773.327.1000
 FAX: 773.327.1001
 WWW.4617ARCHITECTS.COM

LEWIS
 & KIMURA
 ARCHITECTS

LEWIS & KIMURA ARCHITECTS
 4617 N PULASKI RD, CHICAGO, IL 60630
 TEL: 773.327.1000
 FAX: 773.327.1001
 WWW.4617ARCHITECTS.COM

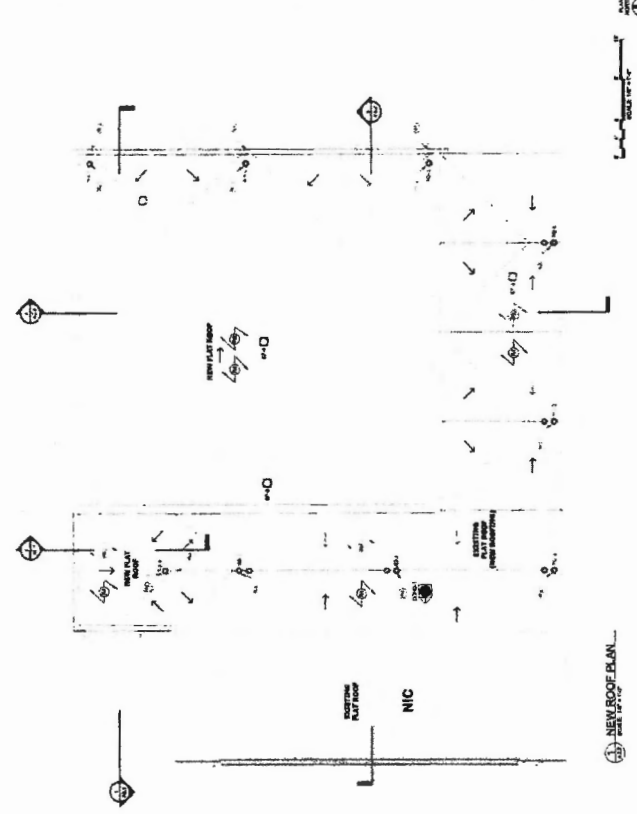
NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

ISSUED FOR: NEW DATE:

Project Name: NEW AUTO REPAIR SHOP ADDITION
 Project Number: 1919788
 Drawn By: MAM
 Checked By: JRM
 Scale: 1/8" = 1'-0"

NEW ROOF PLAN

Sheet No. **A2.2**



NEW ROOF PLAN
 SHEET A2.2

Final for Publication

PROJECT NAME	NEW AUTO REPAIR SHOP ADDITION
CLIENT	...
DATE	...
SCALE	...
PROJECT NO.	...
DATE	...
SCALE	...
PROJECT NO.	...
DATE	...
SCALE	...
PROJECT NO.	...
DATE	...
SCALE	...

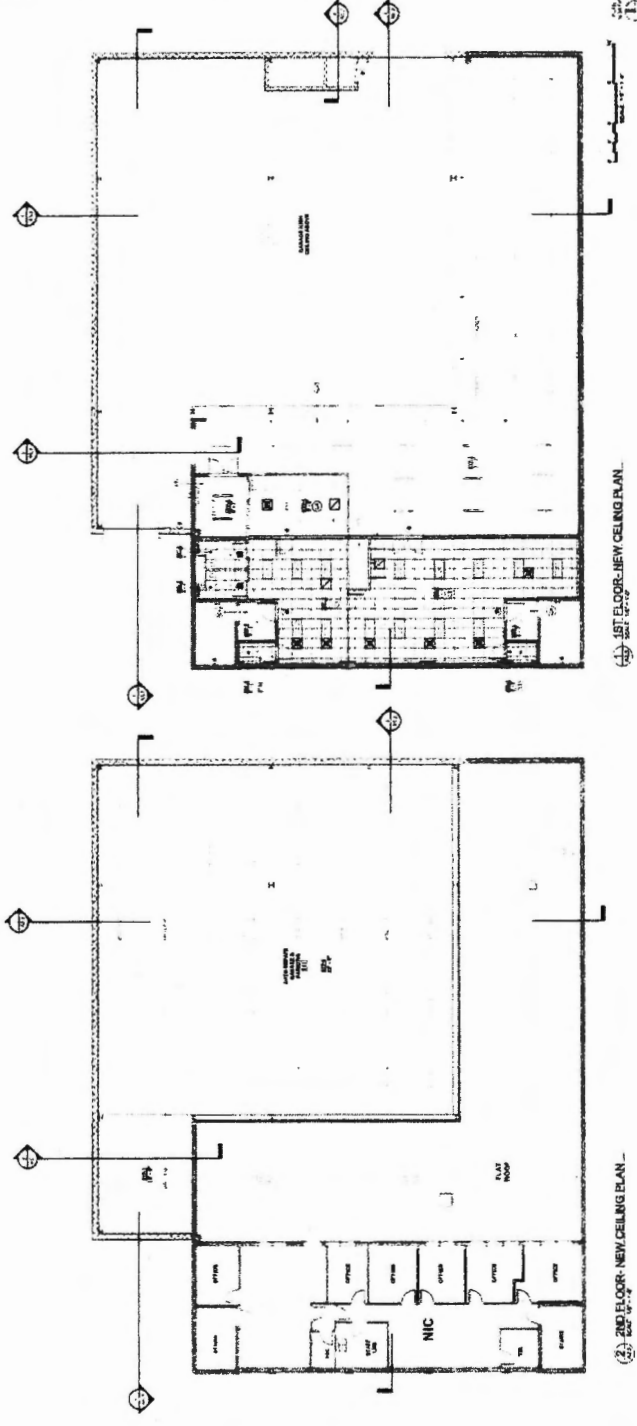
CEILING PLAN LEGEND
<p>1. CONTINUOUS CEILING TO REMAIN</p> <p>2. NEW CONTINUOUS CEILING (ACT)</p> <p>3. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>4. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>5. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>6. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>7. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>8. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>9. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>10. NEW CONTINUOUS CEILING (SCHEDULE)</p>
CEILING RETIE NOTES
<p>1. CONTINUOUS CEILING TO REMAIN</p> <p>2. NEW CONTINUOUS CEILING (ACT)</p> <p>3. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>4. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>5. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>6. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>7. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>8. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>9. NEW CONTINUOUS CEILING (SCHEDULE)</p> <p>10. NEW CONTINUOUS CEILING (SCHEDULE)</p>

ARCHITECT'S
 NEW ARCHITECTS
 4617 N PULASKI RD, CHICAGO, IL 60630
 TEL: 773.327.1100
 WWW.NEWARCHITECTS.COM

NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

NEW CEILING PLANS
 Project Name: NEW AUTO REPAIR SHOP ADDITION
 Client: ...
 Designer: ...
 Date: ...

A2.3

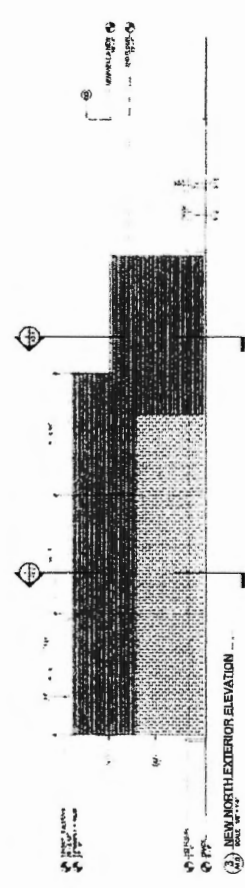
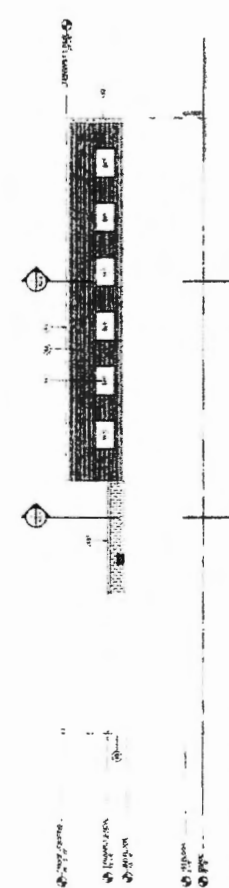
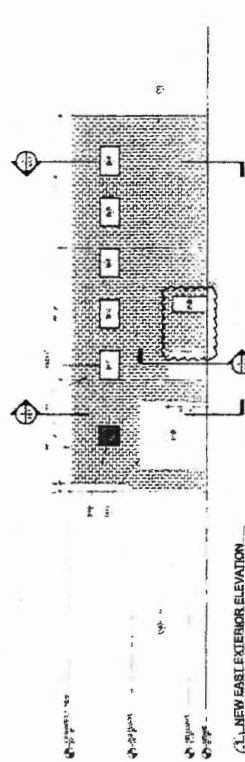
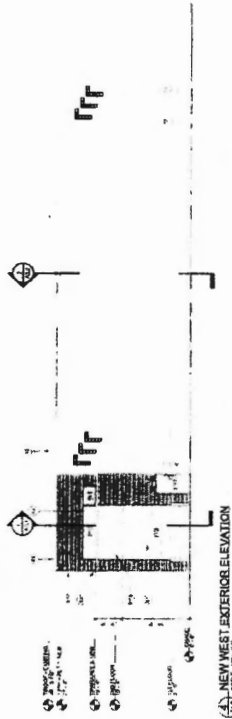


1ST FLOOR-NEW CEILING PLAN

2ND FLOOR-NEW CEILING PLAN

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- EXTERIOR ELEVATION KEYED NOTES**
- (1) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 - (2) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.
 - (3) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.
 - (4) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.
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 - (8) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.
 - (9) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.
 - (10) ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS NOTED OTHERWISE.



ARCHITECTS
 ARCHITECTS
 148 N PULASKI RD
 CHICAGO, ILL 60630
 TEL: 312.427.1000
 WWW.A4A0.COM

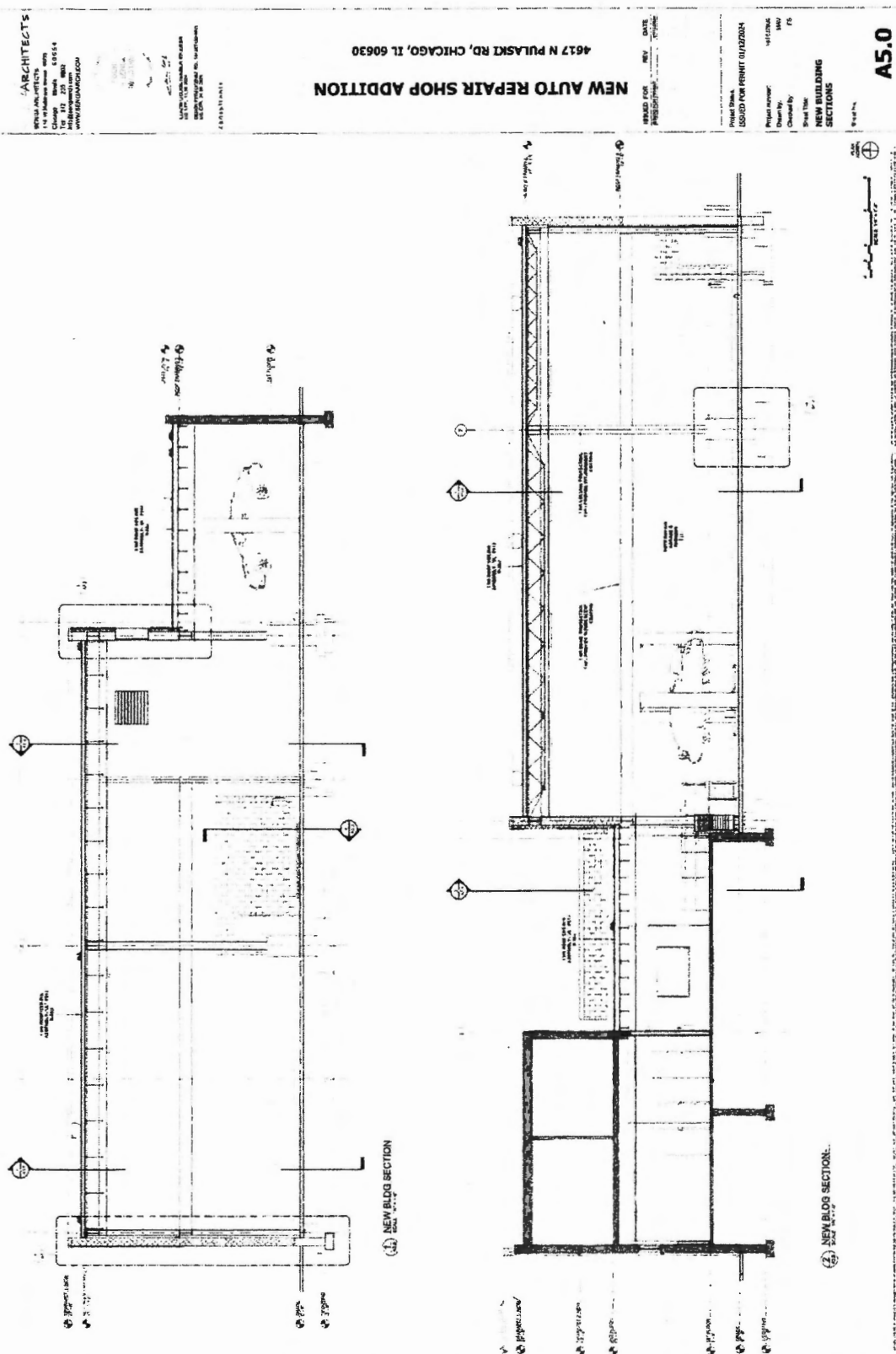
NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

ISSUED FOR PERMIT QUALITY
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 Project Number: 10133007
 Drawing: 10133007-01
 Date: 10/30/24
 Scale: AS SHOWN
 Project Location: 4617 N PULASKI RD, CHICAGO, IL 60630



A4.0

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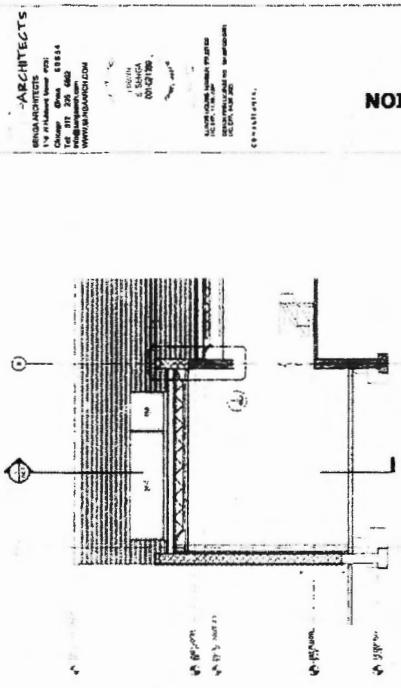
ARCHITECTS
 144 N. LAUREL STREET, SUITE 200
 CHICAGO, ILLINOIS 60610
 TEL: 312.467.1000
 WWW.HBHMARCH.COM

NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

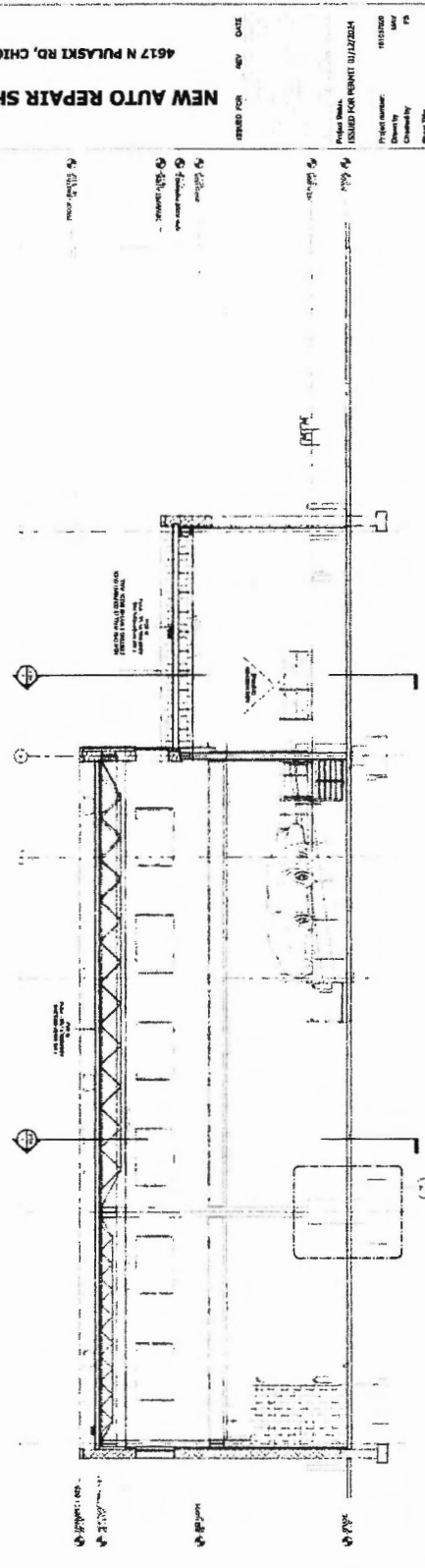
ISSUED FOR PERMIT OUTDOOR
 PROJECT NUMBER: 2024-000000000
 SHEET NUMBER: 100
 DATE: 10/30/2024

A5.0

Final for Publication



BUILDING SECTION



BUILDING SECTION

ARCHITECTS
 150 N. LAUREL STREET, 2ND FLOOR
 CHICAGO, ILLINOIS 60610
 PHONE: (312) 467-1000
 WWW.SANGLA.COM

PROJECT NO. 20103
 SHEET NO. A5.1

DATE: 10/30/2024

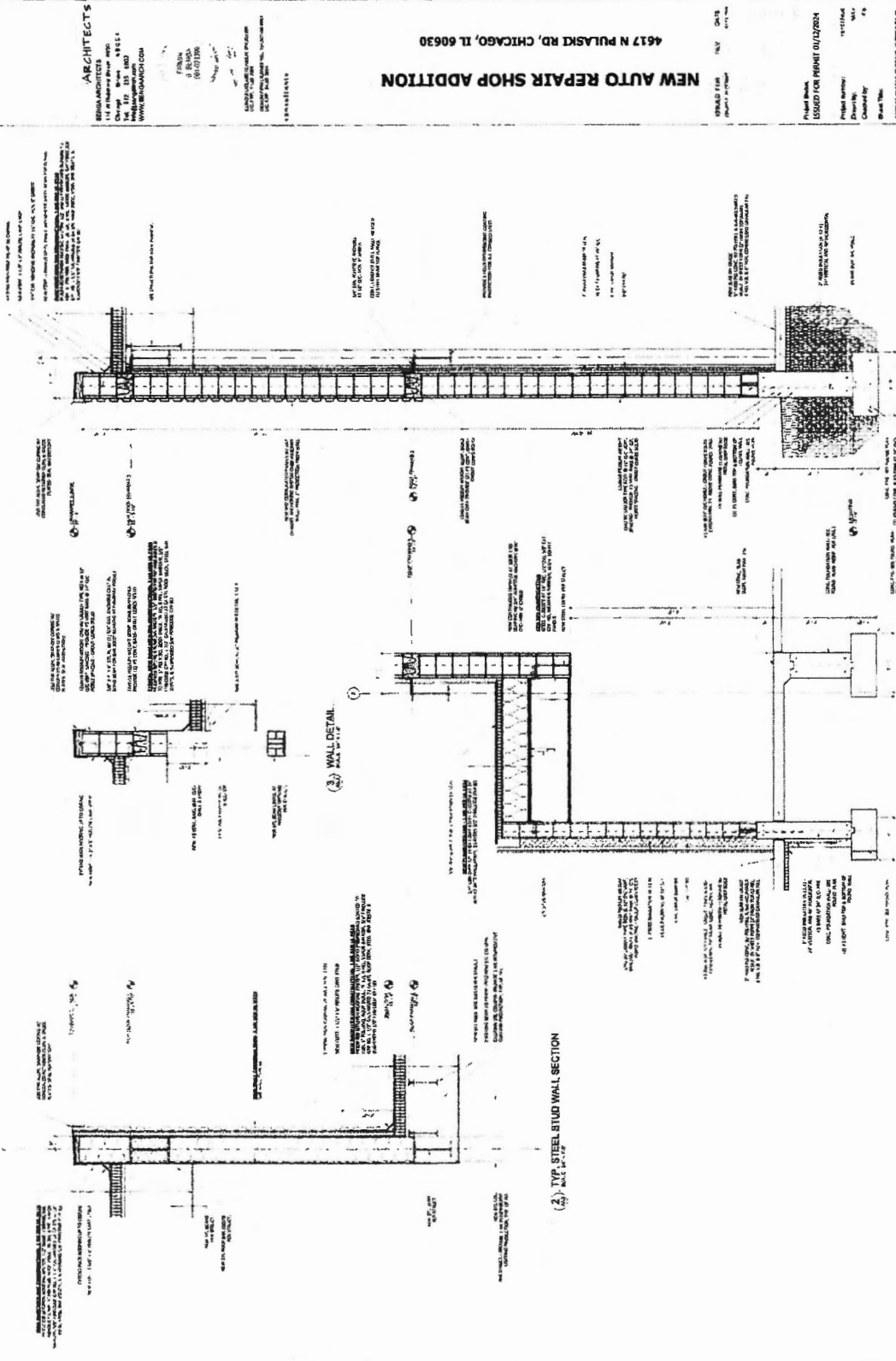
NEW AUTO REPAIR SHOP ADDITION
 4617 N PULASKI RD, CHICAGO, IL 60630

ISSUED FOR PERMITS 10/30/2024

PROJECT NUMBER: 2010300
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 10/30/2024

A5.1

Final for Publication



ARCHITECTS
 BERGMANN ARCHITECTS
 4617 N PULASKI RD, CHICAGO, IL 60630
 Chicago, IL 60641
 Tel: 773 331 8800
 WWW.BERGMANN.COM

NEW AUTO REPAIR SHOP ADDITION

PROJECT NO. 2024-0001
 SHEET NO. 101
 DATE: 10/30/2024

Project Name: NEW AUTO REPAIR SHOP ADDITION
 Project Number: 2024-0001
 Drawing Title: WALL SECTION
 Checked By: [Signature]
 Scale: 1/4" = 1'-0"

A5.2

NEW BUILDING DETAILS

Reclassification Of Area Shown On Map No. 12-E.
(Application No. 22546T1)
(Common Address: 323 -- 335 E. 53rd St. And 5300 -- 5318 S. Calumet Ave.)
[O2024-0012356]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance, is amended by changing all of the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 12-E in the area described as follows:

East 53rd Street; South Calumet Avenue; a line 204.25 feet south of and parallel to East 53rd Street; and a line 150.75 feet west of and parallel to South Calumet Avenue,

to those of an RM6 Residential Multi-Unit District which is hereby established in the area described.

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

[Location Map; Site Plan; and North, South,
East and West Building Elevations
attached to this ordinance printed
on pages 20107 through
20109 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

NARRATIVE AND PLANS

Re: 323-335 E. 53rd St.; 5300-5318 S. Calumet Ave. Final for Publication

The Applicant seeks a change in zoning from RM5 Residential Multi-Unit District to RM6 Residential Multi-Unit District.

The applicant proposes to construct a 71 dwelling unit elderly housing building. The building will provide housing for elderly residents with accessory uses to support elder care. The dwelling units include studios, 1-bedrooms units, and (for elderly residents caring for grandchildren) some 2- and 3-bedroom units.

Lot Area: (existing, per survey)	30,745 square feet
Floor Area Ratio (maximum):	2.41
Dwelling Units (maximum):	71 dwelling units
Off-Street Parking (minimum)*:	24 parking spaces*
Front Setback (minimum)**: (north / 53rd Street)	0 feet, 0 inches (parking / access road)**
Side Setback (minimum)**: (east / Calumet Avenue)	3 feet, 0 inches**
Side Setback (minimum)**: (west)	0 feet, 0 inches (parking / access road)**
Rear Setback (minimum)**: (south)	30 feet, 0 inches (building)**
Building Height:	78 feet, 4 inches

Note: The property is being developed as a Reversed Corner Lot.

*The property is eligible for a transit-served location parking space reduction, pursuant to Chicago Zoning Ordinance § 17-13-1003-EE.

**Includes variation reductions for front setback, side setbacks, and rear setback – all pursuant to Chicago Zoning Ordinance § 17-13-1101-B.

Final for Publication



ARCHITECT SWORN STATEMENT FOR PARKING REDUCTION
 I, RENAULDO DEANDRE MITCHELL, OF MOODY NOLAN HERBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DISTANCE FROM THE GARFIELD GREEN LINE STATION ENTRANCE TO THE NEAREST BOUNDARY POINT OF THE PROPOSED SITE AT 5300 SOUTH CALUMET RD IS APPROXIMATELY 1,269' WHICH IS LESS THAN THE CODE REQUIRED 2,600' PER C20 17-10-102B. THIS DISTANCE WAS MEASURED USING GOOGLE EARTH.

SIGNED _____ **DATE** 09/10/2024
LICENSE NO. 001.016290
EXPIRES 11/02/2024

ARCHITECT
 RENAULDO DEANDRE MITCHELL
 OF MOODY NOLAN

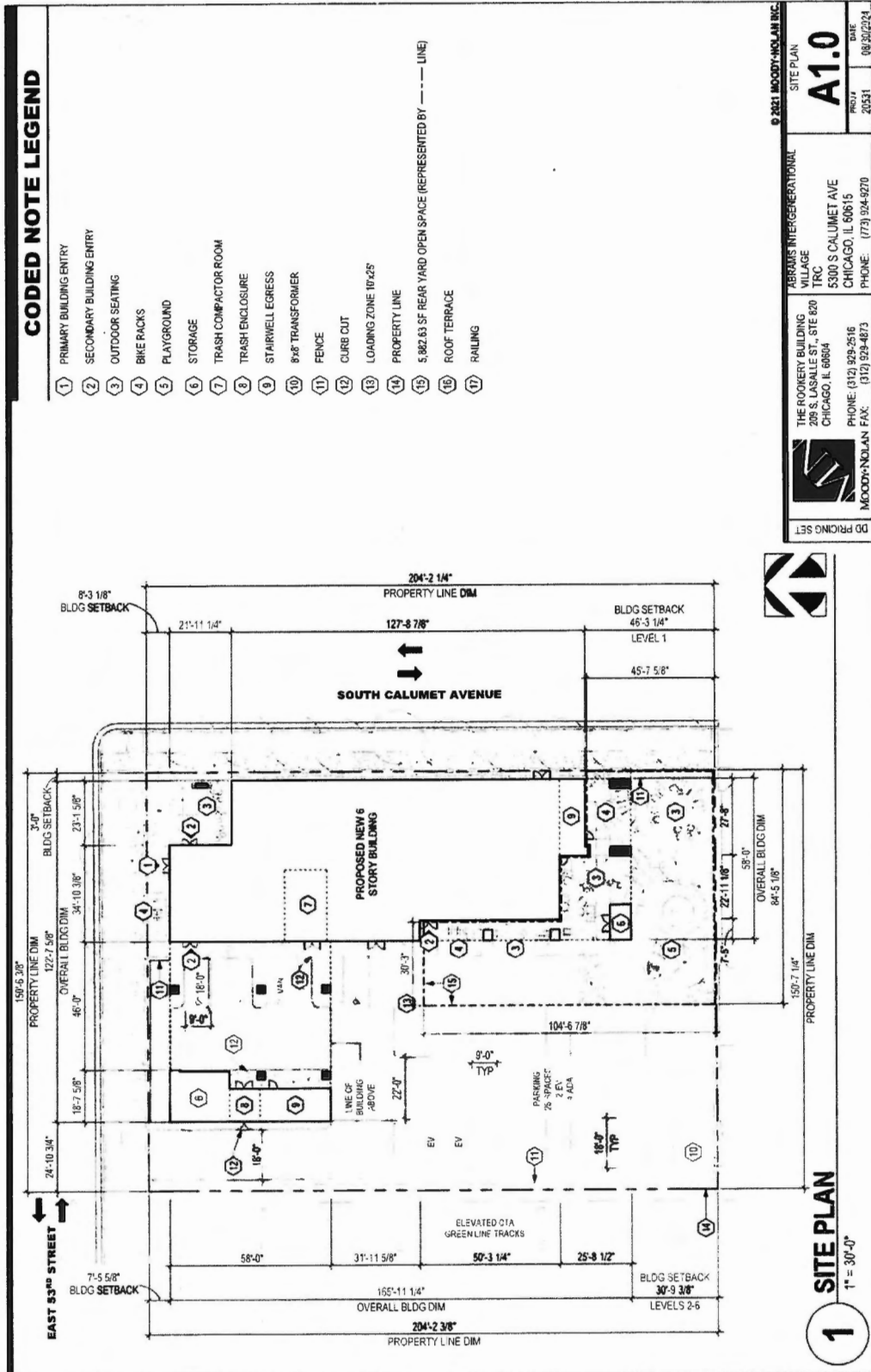
DD PRICING SET
 THE ROCKERY BUILDING
 100 S CALUMET ST., SITE 820
 CHICAGO, IL 60604
 PHONE: (312) 928-2516
 MOODY-NOLAN FAX: (312) 928-4873

ABRAMS INTERGENERATIONAL VILLAGE
 TRC
 5300 S CALUMET AVE
 CHICAGO, IL 60615
 PHONE: (773) 924-8270

LOCATION MAP
A1.3
 SHEET NO. 20531 DATE 08/30/2024

08/30/2024

Final for Publication



CODED NOTE LEGEND

- ① PRIMARY BUILDING ENTRY
- ② SECONDARY BUILDING ENTRY
- ③ OUTDOOR SEATING
- ④ BIKE RACKS
- ⑤ PLAYGROUND
- ⑥ STORAGE
- ⑦ TRASH COMPACTOR ROOM
- ⑧ TRASH ENCLOSURE
- ⑨ STAIRWELL EGRESS
- ⑩ 8x8 TRANSFORMER
- ⑪ FENCE
- ⑫ CURB CUT
- ⑬ LOADING ZONE 10x25
- ⑭ PROPERTY LINE
- ⑮ 5,822.63 SF REAR YARD OPEN SPACE (REPRESENTED BY --- LINE)
- ⑯ ROOF TERRACE
- ⑰ RAILING

© 2021 MOODY-NOLAN INC. SITE PLAN

A1.0

PROJ. 20551 DATE 08/20/24

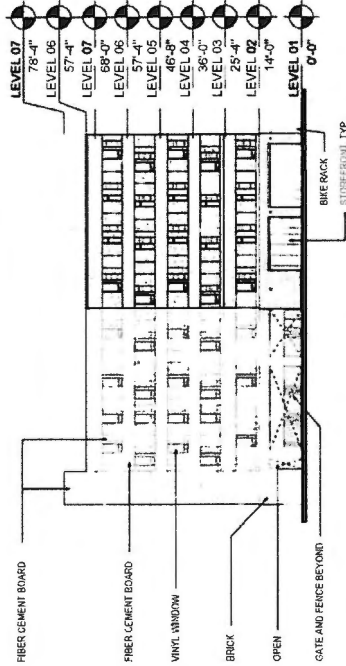
ABRAMS INTERGENERATIONAL VILLAGE TRC
5300 S. CALUMET AVE
CHICAGO, IL 60615
PHONE: (773) 324-9270

THE ROOKERY BUILDING
209 S. LASALLE ST., STE 820
CHICAGO, IL 60604
PHONE: (312) 929-2516
MOODY-NOLAN FAX: (312) 929-4673

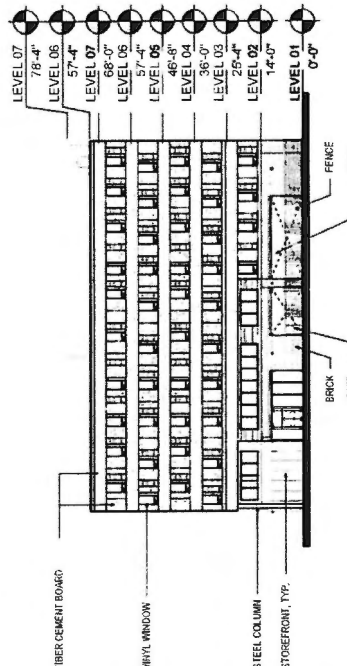
DD PRICING SET

1 SITE PLAN
1" = 30'-0"

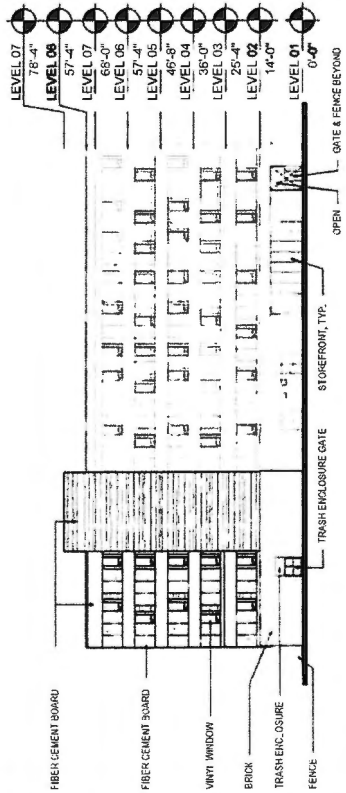
Final for Publication



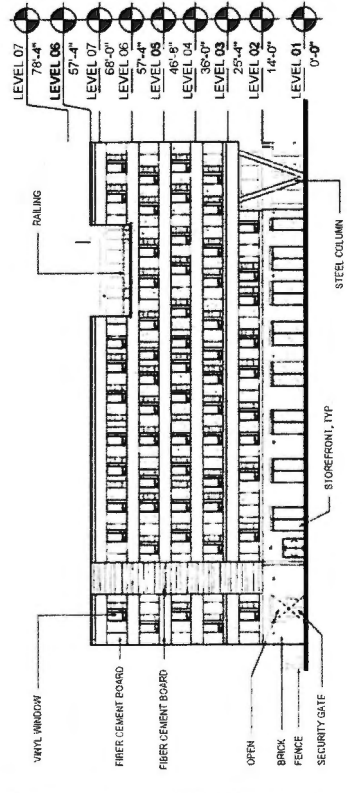
2 ELEVATION SOUTH ELEVATION
 1/32" = 1'-0"
 REF: 1/A101



1 ELEVATION NORTH ELEVATION
 1/32" = 1'-0"
 REF: 1/A104



4 ELEVATION WEST ELEVATION
 1/32" = 1'-0"
 REF: 1/A101



3 ELEVATION EAST ELEVATION
 1/32" = 1'-0"
 REF: 1/A101

DD PRICING SET

MOODY-NOLAN FAX: (312) 929-4873
 PHONE: (312) 929-2516
 CHICAGO, IL 60684
 200 S. LASSALLE ST., STE 820
 CHICAGO, IL 60684

ARABUS INTERGENERATIONAL VILLAGE TRC
 5300 S CALUMET AVE
 CHICAGO, IL 60615
 PHONE: (773) 924-9270
 FROM: 20531
 DATE: 08/30/2024

A1.2

BUILDING ELEVATIONS

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Reclassification Of Area Shown On Map No. 13-G.

(As Amended)

(Application No. 22524T1)

(Common Address: 4920 -- 4924 N. Sheridan Rd.)

[SO2024-0011149]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 315.7 feet south of and parallel to West Argyle Street; North Sheridan Road; a line 200.0 feet north of and parallel to West Ainslie Street; and the public alley next west of North Sheridan Road,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Cover Sheet; Zoning Analysis; TSL Map and Statement;
1st, 2nd, 3rd, 4th and 5th Floor Plans; Roof Plan;
and North, South, East and West Building
Elevations attached to this ordinance
printed on pages 20113 through
20122 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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SUBSTITUTE PROJECT NARRATIVE AND PLANS FOR TYPE-1 ZONING MAP AMENDMENT AT 4920-4924 NORTH SHERIDAN ROAD

The Applicant requests a zoning change for the property located at 4920-4924 North Sheridan Road from the B3-2 Community Shopping District to the B2-5 Neighborhood Mixed-Use District in order to construct a five (5) story, fifty-seven (57) foot tall, transit-oriented, residential building with residential amenities on the ground floor and a roof deck. The proposed building will have thirty-one (31) dwelling units located on the first through fifth floors, three (3) parking spaces and thirty-two (32) bicycle parking spaces located on the ground floor.

The proposed building is approximately 891 feet from the CTA Red Line station at Argyle and accordingly, is a Transit Served Location subject to the standards set forth in Section 17-3-0500 of the Chicago Zoning Ordinance (“CZO”) (Pedestrian Street Standards) and eligible for a reduction of the applicable parking requirement of fifty (50%) of the unit count, or sixteen (16) parking spaces. Based on this, the applicant seeks a reduction of twelve (12) parking spaces from the required sixteen (16) parking spaces to the proposed three (3) parking spaces in accordance with CZO Section 17-10-0102-B.

Lot Area	7,150 square feet
Floor Area Ratio	3.5 proposed
Building Area (for FAR calculation only)	24,900 square feet
Density (Lot Area per Dwelling Unit)	231 square feet per unit
Number of Dwelling Units	31 total, including 9 efficiency units and 22 non-efficiency dwelling units
Commercial Space	None
Off-Street Parking	3 parking spaces ⁽¹⁾
Bicycle Parking	32 spaces
Setbacks:	
Front (east)	1.33 feet ⁽²⁾
Side (north)	0.5 feet ⁽³⁾
Side (south)	0.83 feet ⁽⁴⁾
Rear (west)	6.0 feet ⁽⁵⁾
Building Height	57.0 feet (to underside of top floor ceiling); 74.5 feet (to the top of the elevator overrun)

The proposed development will require zoning relief in accordance with the review and approval procedures set forth in Section 17-13-0303-D of the CZO (Optional Administrative Adjustment and Variation) as follows:

- (1) An administrative adjustment for the reduction of the required parking count from sixteen (16) parking spaces to three (3) parking spaces (CZO Section 17-10-0102-B);
- (2) A variation for the reduction of the front yard setback from the required 14.71 feet to the proposed one 1.33 feet (CZO Section 17-13-1103-B);

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- (3) A variation for the reduction of the north side setback from the required 5.0 feet to the proposed 0.5 feet (CZO Section 17-13-1103-B);
- (4) A variation for the reduction of the south side setback from the required 5.0 feet to the proposed 0.83 feet (CZO Section 17-13-1103-B); and
- (5) A variation for the reduction of the rear yard setback from the required 30.0 feet to the proposed 6.0 feet (CZO Section 17-13-1103-B).

17-3-0308 Specific Criteria for Transit-Served Locations.

- 1) The subject project complies with the applicable standards of Section 17-10-0102-B such that it is located within 1320 feet from a CTA station, is within a B district and proposes at least 1:1 bicycle parking.
- 2) The subject project complies with the standards and regulations of Section 17-3-0504, except Paragraphs H and C, with respect to building location, doors and entrances, off-street parking requirements, parking requirements and driveways and vehicle access.
- 3) The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology for a "Local Activity Center", which encourages higher density residential uses near such rail stations.
- 4) The project will not have a number of parking space in excess of 50% of the Minimum Automobile Parking Ratio.
- 5) The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation ("CDOT") and will be reviewed by CDOT in accordance with that Plan.

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4920 N. SHERIDAN ROAD

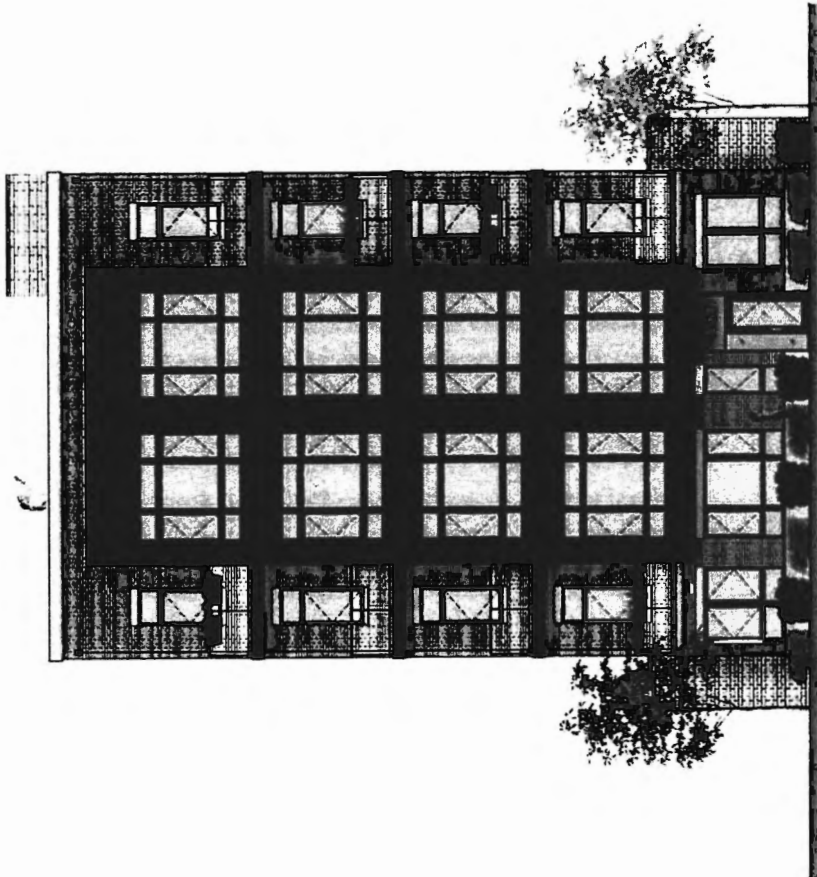
**PROPOSED MULTIFAMILY
RESIDENTIAL BUILDING**

31 UNITS

**DEVELOPERS:
KENNY LAU & ANDY LAU**

**ARCHITECTS:
SPACE ARCHITECTS + PLANNERS
JAY KELLER - PRINCIPAL
TESS SEKALIAS - PROJECT ARCHITECT**

**ZONING ATTORNEY:
THOMPSON COBURN LLP
KATRIINA MCGUIRE - PARTNER**



4920 N. SHERIDAN RD.
CHICAGO, ILLINOIS 60646

SPACE ARCHITECTS + PLANNERS
1111 W. WASHINGTON ST. SUITE 200
CHICAGO, IL 60606
VERSION A0.0

Final for Publication



ZONING ANALYSIS

Prepared by: TS date: 07.01.24

4920 N Sheridan Dr. Chicago, IL 60640

ZONING ANALYSIS

A. Description:

Project Name:

Location:

- Current Building/Property Use(s): Vacant
- Allowed Building/Property Use(s): Mixed-use
- Site Area: 7,150 SF
- Lot Depth: 143.00
- Lot Width: 50.00

B. Zoning Requirements:

- District (currently B3-2): B2-5
- TOD (yes/no): Yes (Marine Dr. bus & Argyle CTA)
- Floor area ratio: 5.0 (3.5 proposed)
- Maximum buildable area: 35,750 (-2%, 700 proposed)
- Min. commercial space area: 1,430 (if provided (none proposed))
- Lot Area per unit: 280 or 135 (efficiency)
- Maximum number of units: 37 (w/ 30% studios) [31 w/ 30% studios prop.]
- Maximum number of eff. units: 30%
- Maximum Building Height: 65' (no commercial space)
- Front Yard Setback: 7'-6" or 50% of adjacent lots RT-4 (11'-4" prop.)
- Side Yard Setback: 10'-0" combined (6'-10" & 5'-2")
- Rear Yard Setback: 30' in dwelling units (6'-0" proposed)
- Rear Yard Open Space: N/A
- Building Separation: 22'
- Blank Wall Requirements: N/A
- Off Street Loading: (1) 10x25' if 25k+ SF of residential area
- Off Street Parking: 50% max per TOD
- Bicycle Parking: 1/unit
- Pedestrian street (yes/no): Per TSL status
- National Register (yes/no): No

REQUIRED ZONING RELIEF:

- PARKING REDUCTION BEYOND 50% IN TRANSIT SERVED LOCATION
- REAR YARD SETBACK REDUCTION 30'-0" TO 6'-0"
- FRONT YARD SETBACK REDUCTION 7'-6" TO 1'-4"

POTENTIAL GREEN INITIATIVES:

- DESIGN BUILDING TO MEET ENERGY STAR RATING
- USE NATURAL LANDSCAPING ELEMENTS WHERE PROVIDED
- PROVIDE A GREEN ROOF
- REDUCING INDOOR WATER USE BY 10% BEYOND CODE REQUIREMENTS
- PROXIMITY TO PUBLIC TRANSIT
- EV CHARGING
- BIKE PARKING
- ELECTRIC APPLIANCES
- CLOSED CELL INSULATION TO IMPROVE BUILDING PERFORMANCE
- LOW VOC MATERIALS
- WHITE TPO ROOF

UNIT MIX:

STUDIOS	9
1 BED	1A
2 BED	4


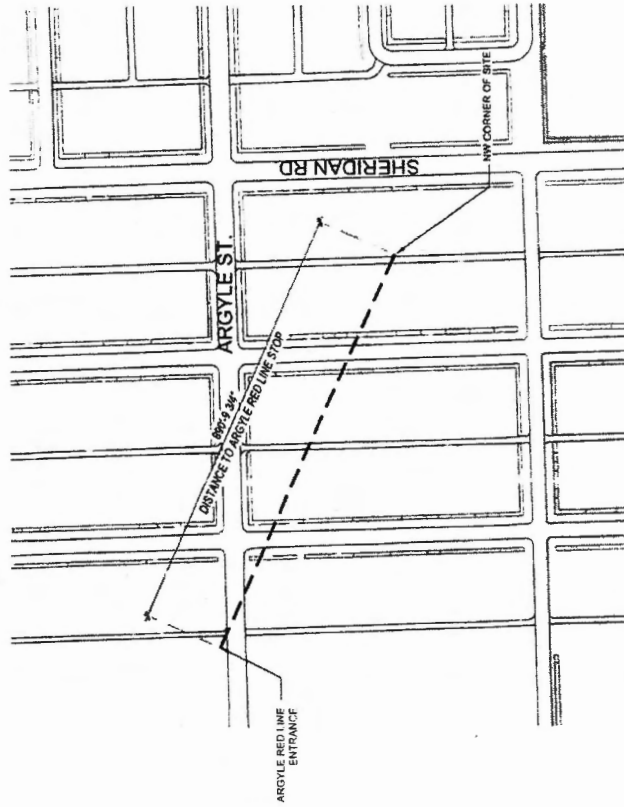
4920 N. SHERIDAN RD.
CHICAGO, ILLINOIS 60640

SPACE VERSION
A0.1

Final for Publication

I HEREBY CERTIFY THAT THE PLANES, DIMENSIONS, ANGLES, LINES, AND
 DIRECT DIMENSIONS AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE IS
 CORRECT AND TO SCALE, BASED ON THE CITY OF CHICAGO RECORD MAP
 NO. 100,000,000, AND THAT THE PROJECT IS LOCATED WITHIN THE BOUNDARIES OF THE TRANSIT
 ORIENTED DEVELOPMENT (TOD) SERVICE LOCATION (SLO) AND IS LOCATED IN A DISCREETLY
 MAINTAINED AND WELL-MAINTAINED ENVIRONMENT. THE DISTANCE TO THE
 MAINTAINED AND WELL-MAINTAINED ENVIRONMENT IS NOT SHOWN ON THIS
 PLAN.

SIGNED: *J. A. Keller*
 JAY KELLER
 DATE: 07.02.2024

TSL MAP & STATEMENT

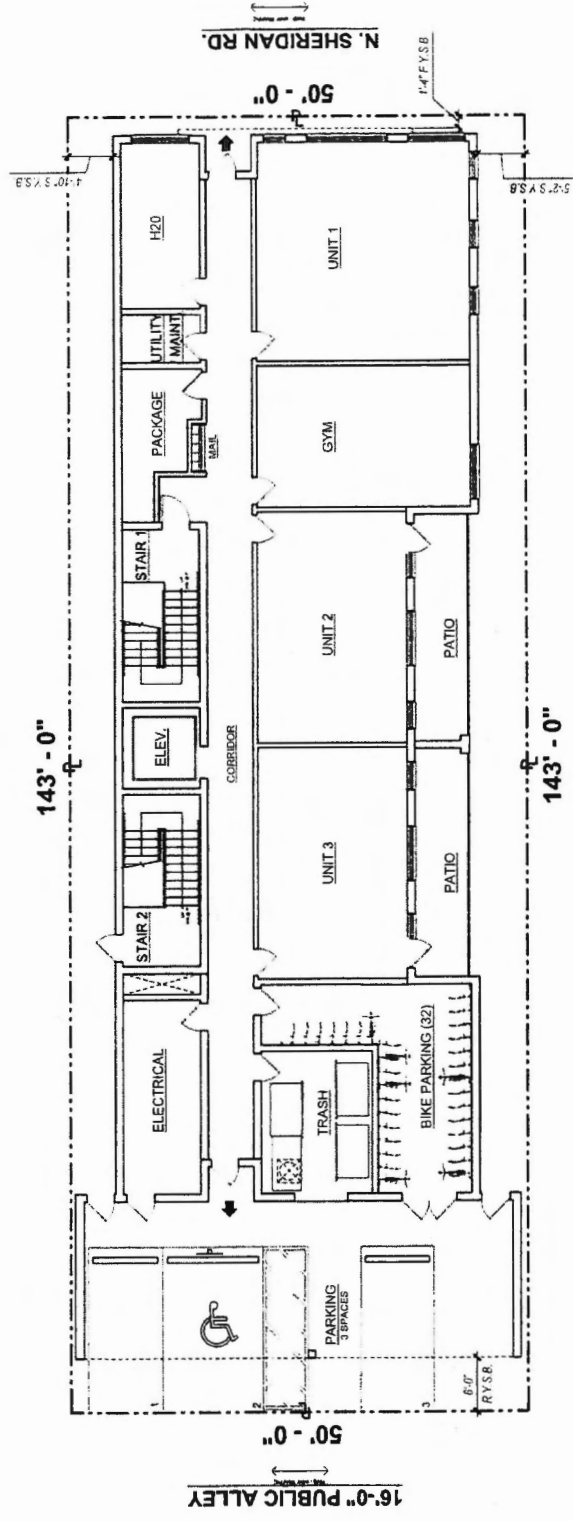
SCALE: 1" = 200'

4920 N. SHERIDAN RD.
 CHICAGO, ILLINOIS 60640

SPACE ARCHITECTS - PLANNERS
 1100 N. LAUREL ST. CHICAGO, IL 60610
 TEL: 312.467.1000
 WWW.SPACEARCHITECTS.COM

VERSION
A0.2

Final for Publication



1 1ST FLOOR PLAN

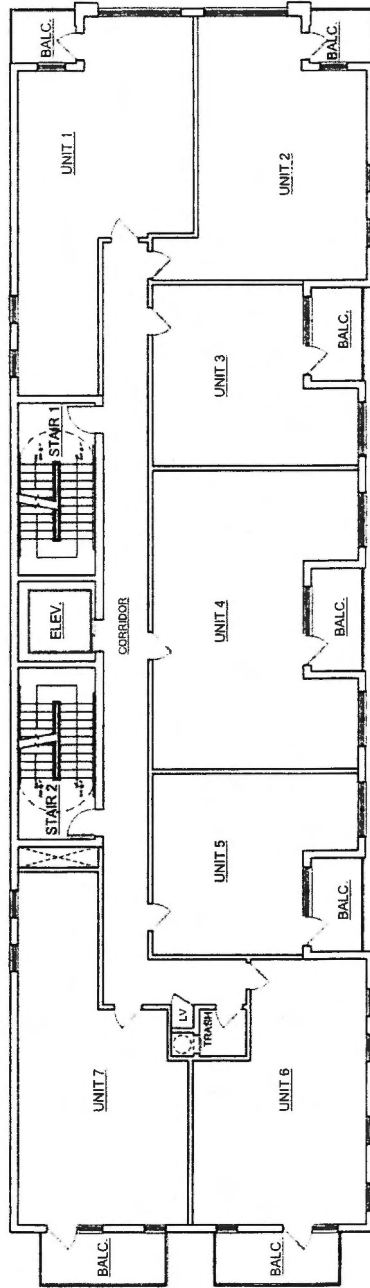
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4920 N. SHERIDAN RD.
CHICAGO, ILLINOIS 60640

VERSION
SPACE
A1.0

Final for Publication



1 2ND - 4TH FLOOR PLAN

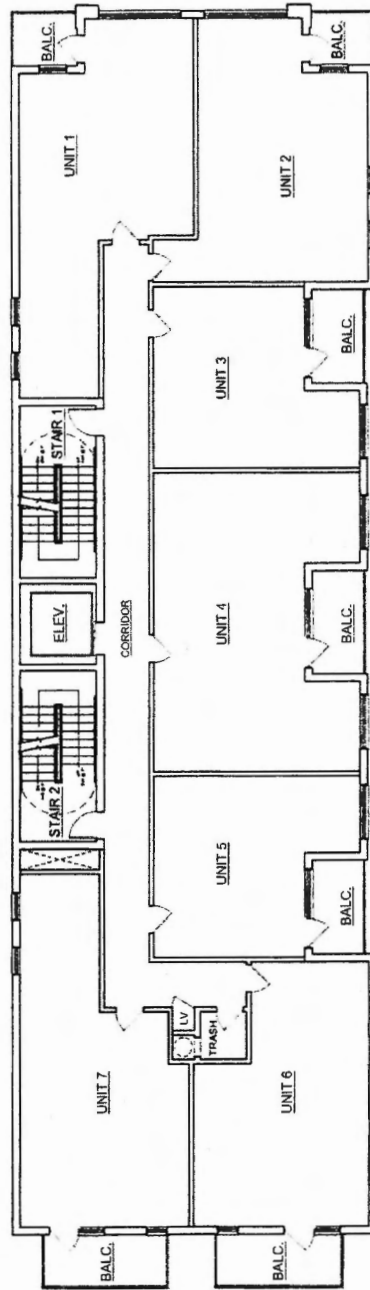
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4920 N. SHERIDAN RD.
 CHICAGO, ILLINOIS 60640

SPACE : VERSION
 A1.1

Final for Publication



1 5TH FLOOR PLAN

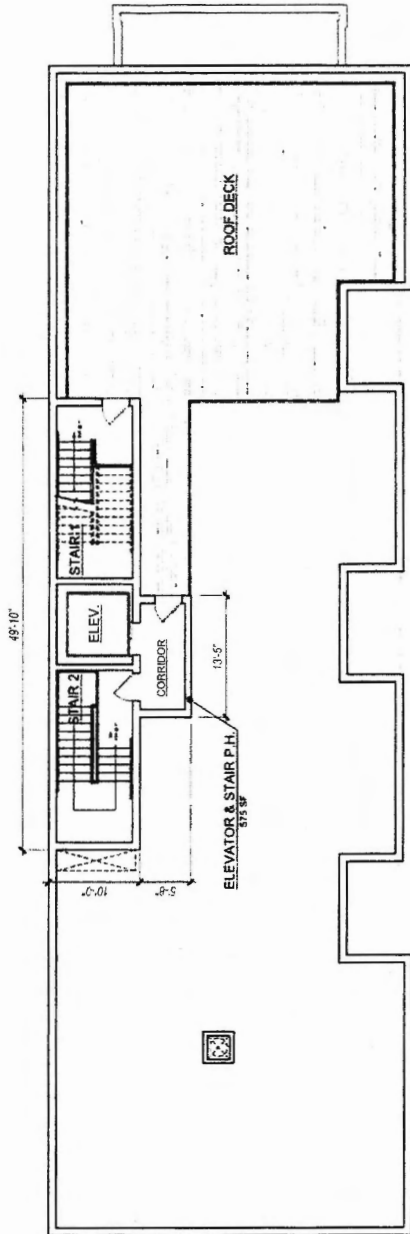
SCALE: 3/32" = 1'-0"



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 CHICAGO, ILLINOIS 60640

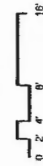
SPACE · VERSION
 ARCHITECTS · PLANNERS · A1.2

Final for Publication



1 ROOF PLAN

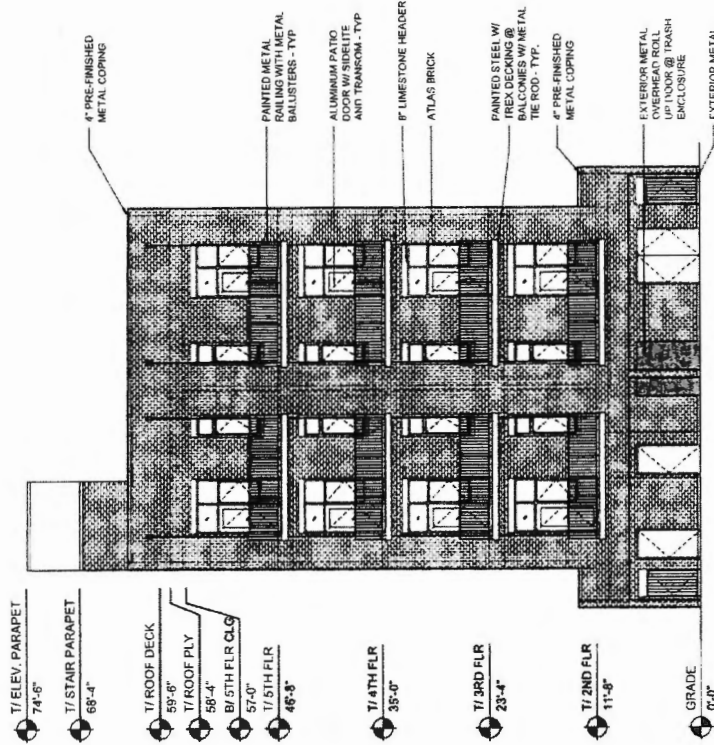
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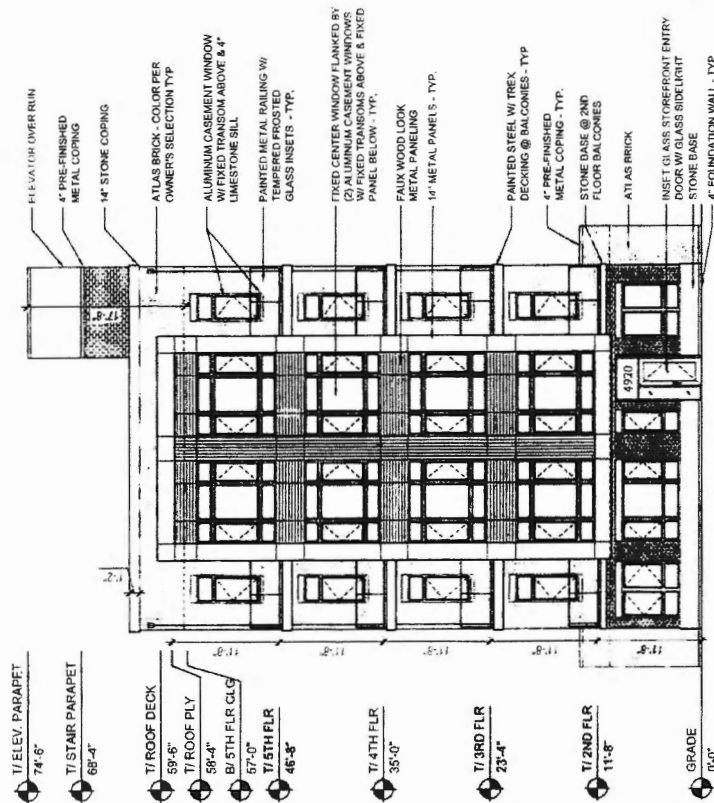
4920 N. SHERIDAN RD.
 CHICAGO, ILLINOIS 60640

SPACE ARCHITECTS + PLANNERS
 VERSION **A1.3**

Final for Publication



1 WEST ELEVATION (REAR)
SCALE: 1/8" = 1'-0"



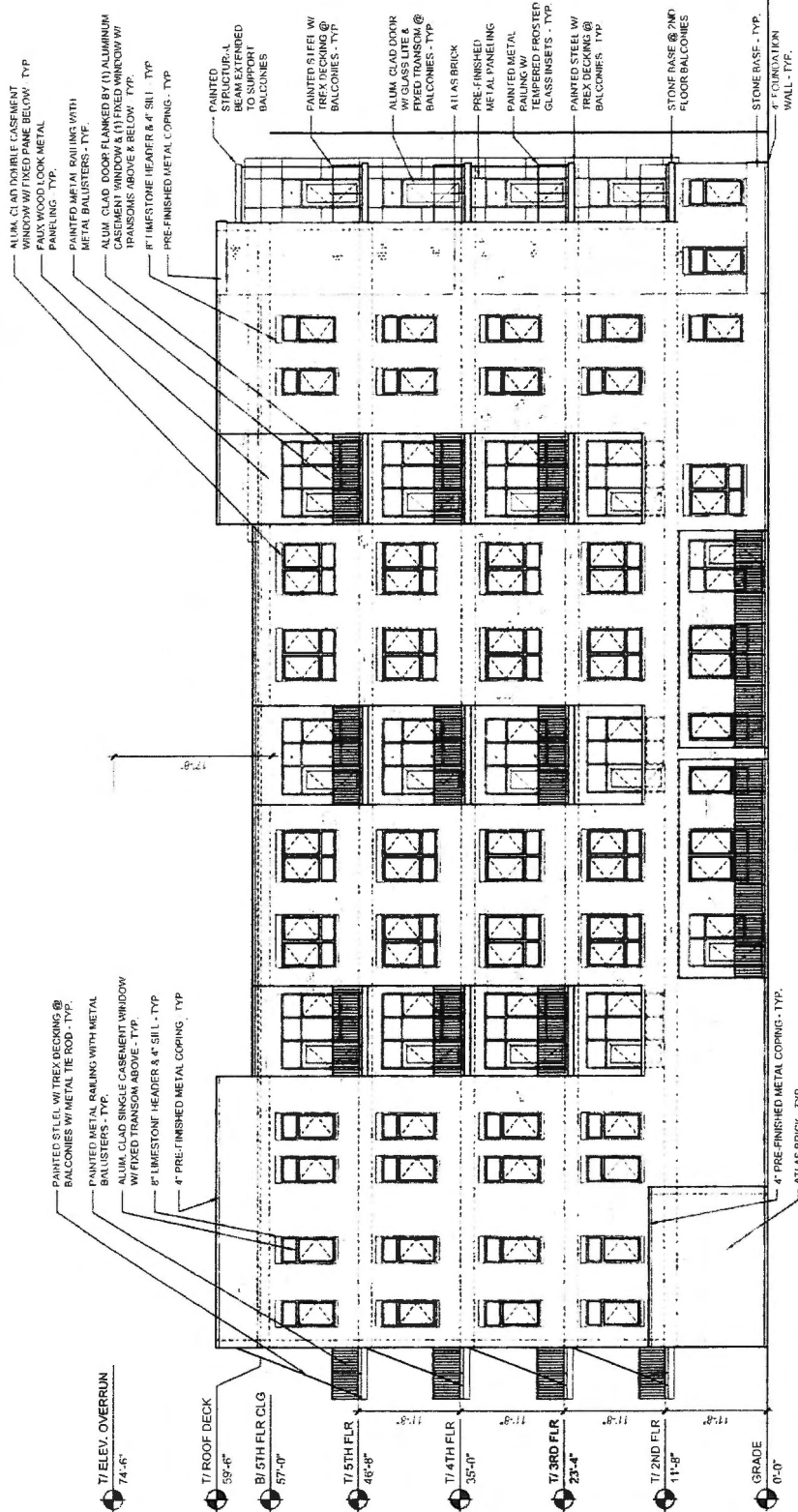
2 EAST ELEVATION (SHERIDAN RD)
SCALE: 1/8" = 1'-0"

4920 N. SHERIDAN RD.
CHICAGO, ILLINOIS 60640

SPACE ARCHITECT + PLANNERS
1111 N. LAUREL ST. CHICAGO, IL 60610

VERSION
A2.00

Final for Publication

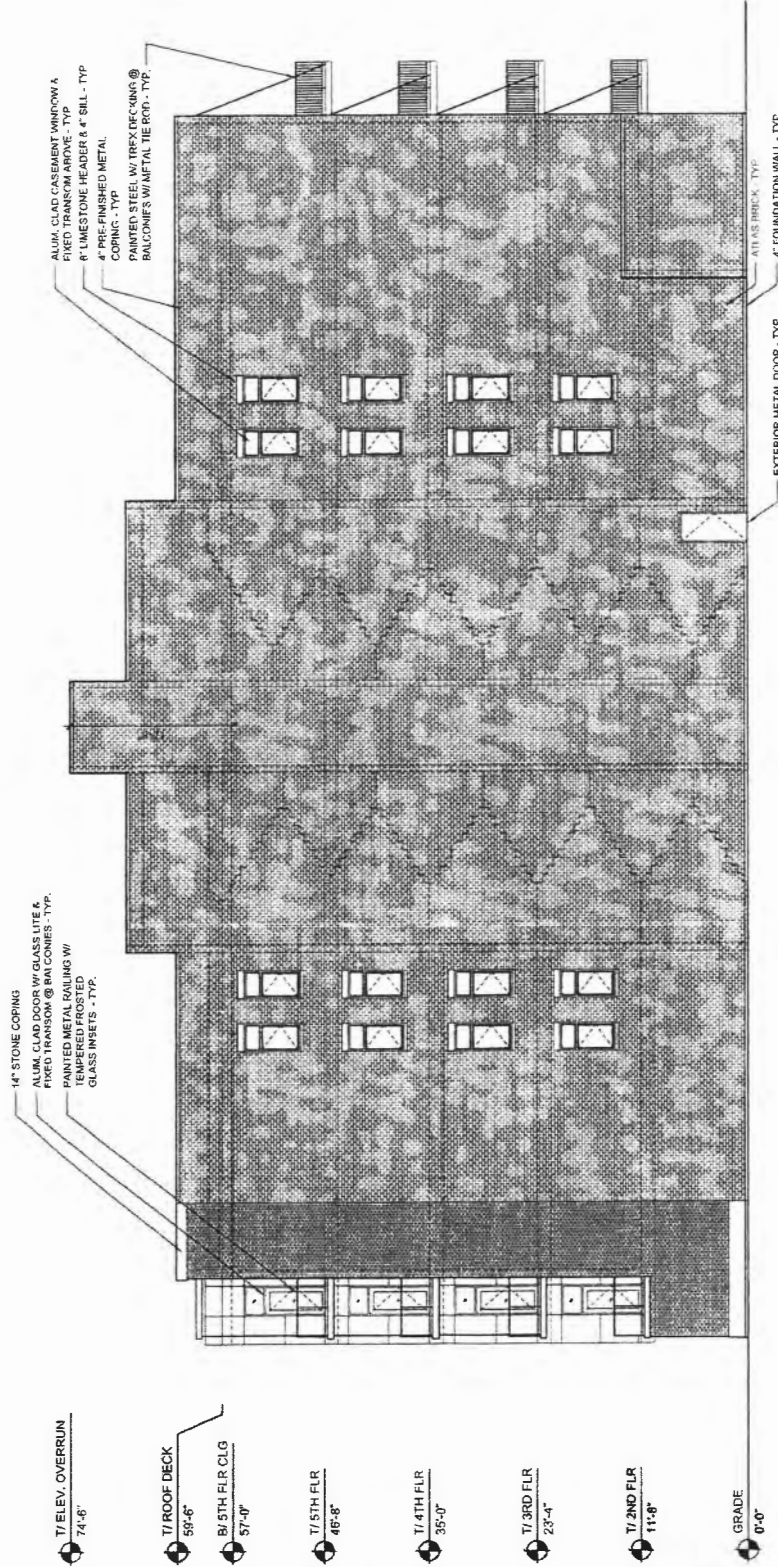


1 SOUTH ELEVATION
 SCALE: 3/32" = 1'-0"
 0' 2' 4' 8' 16'

4920 N. SHERIDAN RD.
 CHICAGO, ILLINOIS 60640

SPRCE | VERSION **A2.01**
 ARCHITECTS, PLANNERS & ENGINEERS

Final for Publication



1 NORTH ELEVATION

SCALE: 3/32" = 1'-0"



4920 N. SHERIDAN RD.
CHICAGO, ILLINOIS 60640

SPACE
VERSION
A2.02

Reclassification Of Area Shown On Map No. 13-H.

(Application No. 22571)

(Common Address: 2310 W. Ainslie St.)

[O2024-0012533]

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 RM5 Residential Multi-Unit District and RM4.5 Residential Multi-Unit District symbols and indications as shown on Map Number 13-H in the area bounded by:

the public alley next north of and parallel to West Ainslie Street; North Oakley Avenue; West Ainslie Street; and a line 140 feet west of and parallel to North Oakley 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. 15-I.

(Application No. 22543T1)

(Common Address: 5824 N. Lincoln Ave.)

[O2024-0012332]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 15-I in the area bounded by:

North Lincoln Avenue; a line 144.89 feet southeast of and parallel to North Richmond Street; the public alley next southwest of and parallel to North Lincoln Avenue; and a line 88.89 feet southeast of and parallel to North Richmond Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Proposed Basement and First Floor Plans; and Existing North, South, East and West Building Elevations attached to this ordinance printed on pages 20126 through 20129 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR 5824 NORTH LINCOLN AVE., CHICAGO

The subject property is currently improved with a residential building with 6 dwelling units. The Applicant is proposing to split the two-ground floor duplexed units into 2 additional units and convert the existing building from 6 to 8 dwelling units with 7 on-site parking spaces. The Applicant needs a zoning change to comply with the minimum lot area per unit requirements of the Ordinance.

Project Description:	Zoning Change from a B3-2 District to a B2-3 District
Use:	Residential Building with 8 dwelling units
Lot Area:	56' x 108'= 6,048 SF (recorded measurements)
Floor Area Ratio:	Existing 1.805
Floor Area:	Existing: 10,916 SF
Density:	756 Square Feet per DU Unit
Off- Street parking:	Parking spaces: 7 (<i>see below request for variation</i>)
Setbacks:	Existing Front: 1' Existing Side Setbacks: 3' on each side Existing Rear: 30'
Building Height:	Existing 37 Feet 9 Inches to the highest point of the underside of the top floor's ceiling joist.

Final for Publication

- I. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:**
- (A) With this Type 1 Rezoning, the Applicant also seeks relief for variation from parking requirements of Section 17-10-0207-C – to reduce the on-site parking requirements from 8 required to 7 proposed. In support of this request, the Applicant states the following:
1. Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is a substandard lot with the lot depth of only 108 feet, which is 17 feet shorter than a standard lot in the city and it is already improved with an existing building.
 2. The requested variation is consistent with the stated purpose and intent of this Zoning Ordinance since this conversion and corresponding variation relief is compatible with the existing land use pattern within the subject neighborhood.
 3. Evidence of the Practical Difficulties or Particular Hardship is as follows:
 - The property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict parking standards of this Zoning Ordinance. This is an existing building which is being converted in response to the current market demands in the area.
 - The practical difficulties or particular hardships are due to unique circumstances and are not generally applicable to other similarly situated property. The reduction of the parking from 8 to 7 is in line with the City policies for transit served locations. While the subject property is not within the designated TSL area, it is well served by public transportation. This short lot with a depth of only 108 feet faces site planning hardships which would not be present if this lot had a standard lot depth of 125 feet.
 - The parking variation will not alter the essential character of the neighborhood, since there are other zoning lots within the neighborhood which do not provide a 1:1 parking ratio. This proposed conversion follows the existing land use patterns in the area.

Final for Publication

SITE PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE CHICAGO BUILDING CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING FOUNDATIONS.
6. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING WALLS.
7. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING ROOFS.
8. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING FLOORS.
9. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING CEILING.
10. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING DOORS AND WINDOWS.
11. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STAIRS.
12. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING ELEVATORS.
13. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.
14. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STRUCTURAL MEMBERS.
15. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING CONNECTIONS.
16. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING ANCHORS.
17. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING BOLTS.
18. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING WELDS.
19. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING REINFORCEMENT.
20. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING CONCRETE.
21. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING MASONRY.
22. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING METAL.
23. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING WOOD.
24. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING GLASS.
25. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING FINISHES.
26. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING PARTITIONS.
27. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING CURBS.
28. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING SIDEWALKS.
29. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING DRIVEWAYS.
30. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING PAVEMENTS.
31. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING UTILITIES.
32. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STRUCTURES.
33. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING CONNECTIONS.
34. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING ANCHORS.
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36. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING WELDS.
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46. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING SIDEWALKS.
47. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING DRIVEWAYS.
48. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING PAVEMENTS.
49. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING UTILITIES.
50. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STRUCTURES.

PROFESSIONAL SEAL & SIGNATURE

6824 NORTH
18TH STREET
CHICAGO, ILLINOIS
8 UNIT APARTMENT
BUILDING

SITE PLAN

PROJECT NUMBER
A-1

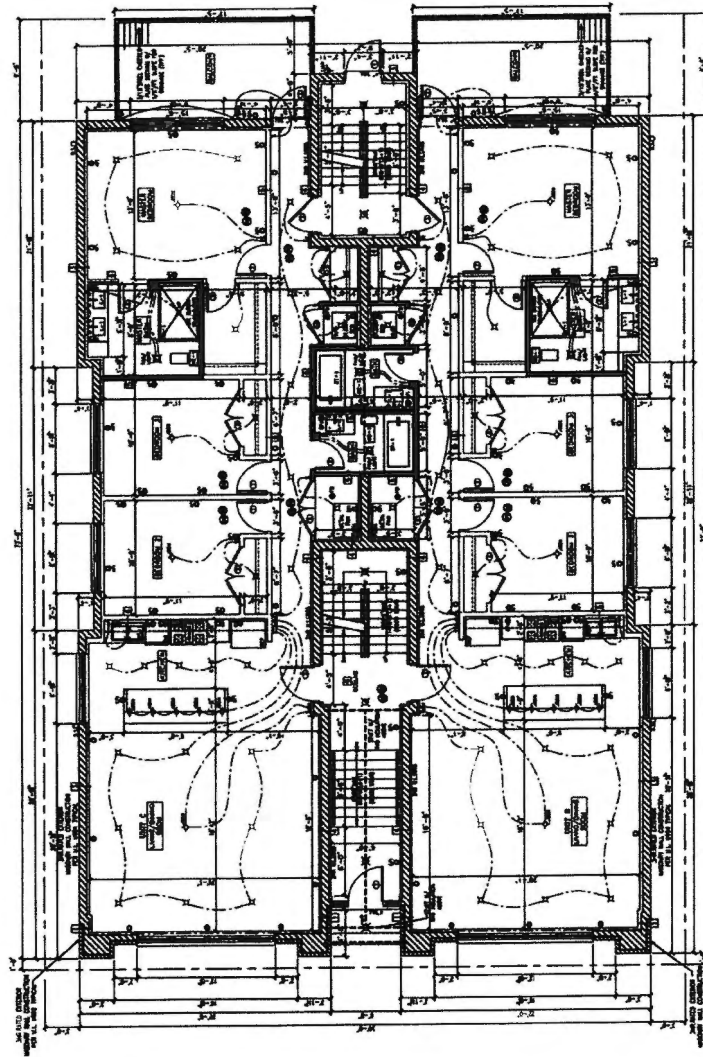
PROFESSIONAL SEAL & SIGNATURE

6824 NORTH
18TH STREET
CHICAGO, ILLINOIS
8 UNIT APARTMENT
BUILDING

SITE PLAN

PROJECT NUMBER
A-1

Final for Publication



PROPOSED FIRST FLOOR PLAN

ALHANA
 1312 354-1800
 100 N. WASHINGTON
 CHICAGO, ILLINOIS 60602
 FAX: (312) 354-8811
 PROFESSIONAL ARCHITECTURE FIRM
 LICENSED IN ILLINOIS, I.D. NO. 001-0148

DATE: 10/30/2024
 PROJECT: 20128
 SHEET: A-3
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SCALE: AS SHOWN
 NORTH: [Arrow]



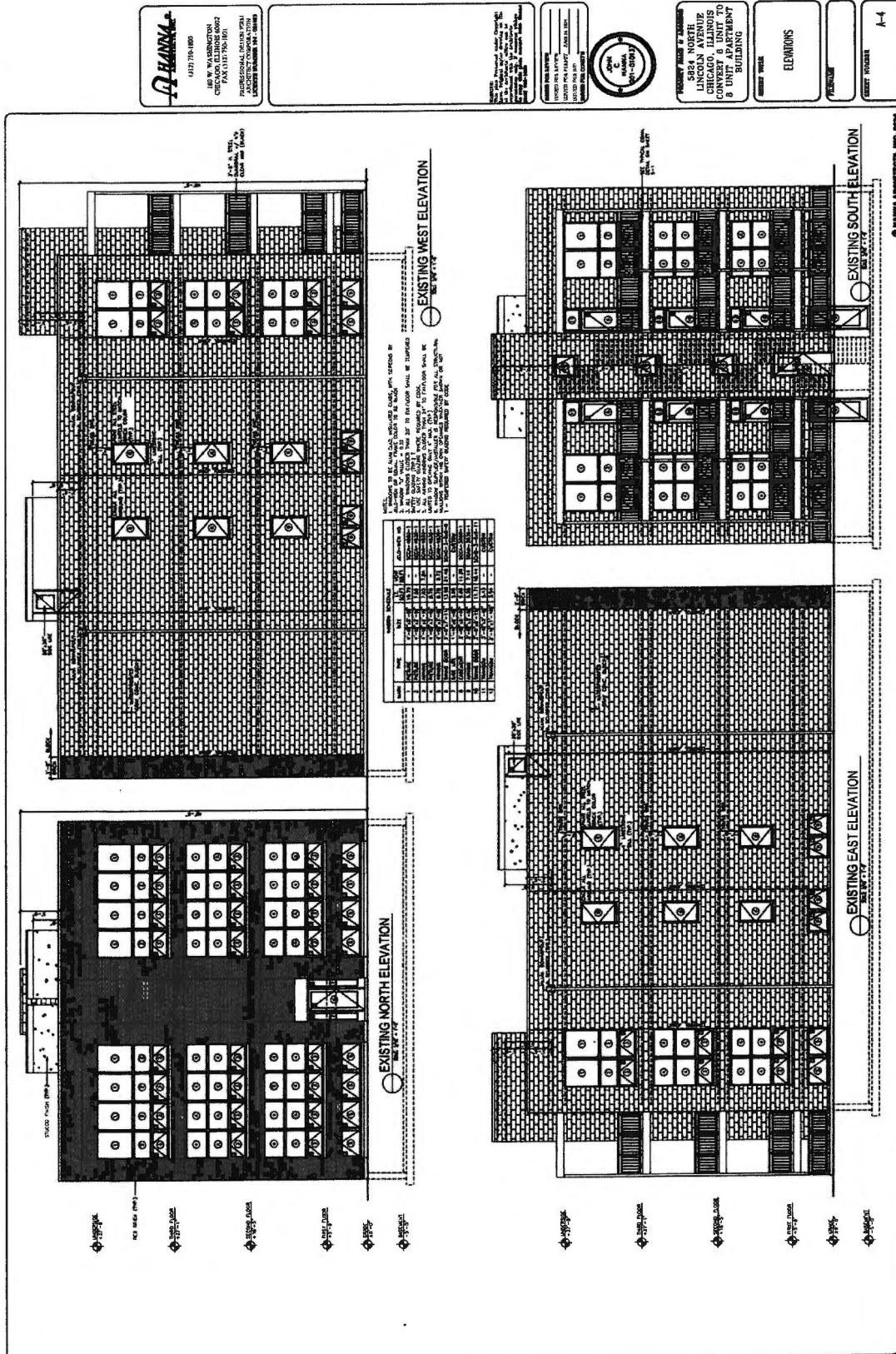
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 20128
 100 N. WASHINGTON
 CHICAGO, ILLINOIS
 CONVERT & ADAPT TO
 8 UNIT RESIDENT
 BUILDING

SHEET TITLE:
 PROPOSED FIRST FLOOR PLAN

SHEET NUMBER:
 A-3

ALHANA ARCHITECTS, INC. 2002

Final for Publication



Reclassification Of Area Shown On Map No. 15-J.

(As Amended)

(Application No. 22565T1)

(Common Address: 3244 -- 3250 W. Bryn Mawr Ave.)

[SO2024-0012527]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 15-J in the area bounded by:

the public alley next north of and parallel to West Bryn Mawr Avenue; a line 158.00 feet east of and parallel to North Spaulding Avenue; West Bryn Mawr Avenue; and a line 58.00 feet east of and parallel to North Spaulding Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and Notes; First, Second, Third and Fourth
Floor Plans; Roof Deck Floor Plan; and North,
South, East and West Building Elevations
attached to this ordinance printed on
pages 20132 through 20142
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS TYPE I Rezoning Attachment 3244 - 50 West Bryn Mawr Avenue From B2-3 to B2-3

The Property

The subject property is located in an B2-3 Neighborhood Mixed-Use District and in a Transit Served Location per the Chicago Zoning Ordinance as it is approximately 730.0' from the CTA Kimball-Homan Bus Corridor (Route Kimball-Homan 82).

The subject property is improved with a vacant one-story commercial building with approximately 7,000 square feet of commercial space. The height of the existing building is approximately 20.0'. There is no parking.

The Project

3244 - 50 Bryn Mawr LLC (the "Applicant") previously rezoned the property under a Type 2 Map Amendment to a B2-3 district to authorize a 4-story building (66.0 feet in height) with approximately 1,413 square feet of ground floor commercial space, 30 dwelling units and 30 parking spaces. The Application then rezoned the property to a B2-3 Neighborhood Mixed-Use District under a Type 1 Map Amendment to secure administrative adjustments or variations to reduce the required rear yard setback from 30.00 feet to 10.00 feet, to increase the permitted building height from 65.00 feet to 66.00 feet and to reduce the required loading berths from 1 to none. Due to changes in the proposal resulting from permit reviews, the Applicant seek to modify the previously approved Type 1 Map Amendment to rezoned the property to a B2-3 Neighborhood Mixed-Use District under a modified Type 1 Map Amendment to decrease the number of parking spaces being provided from 30 to 27 spaces due to the need to increase internal aisle sizes and a decrease in the authorized rear setback from the previously approved 10.00 feet to 3.00 feet to accommodate a greater setback of the new construction from the historic front façade.

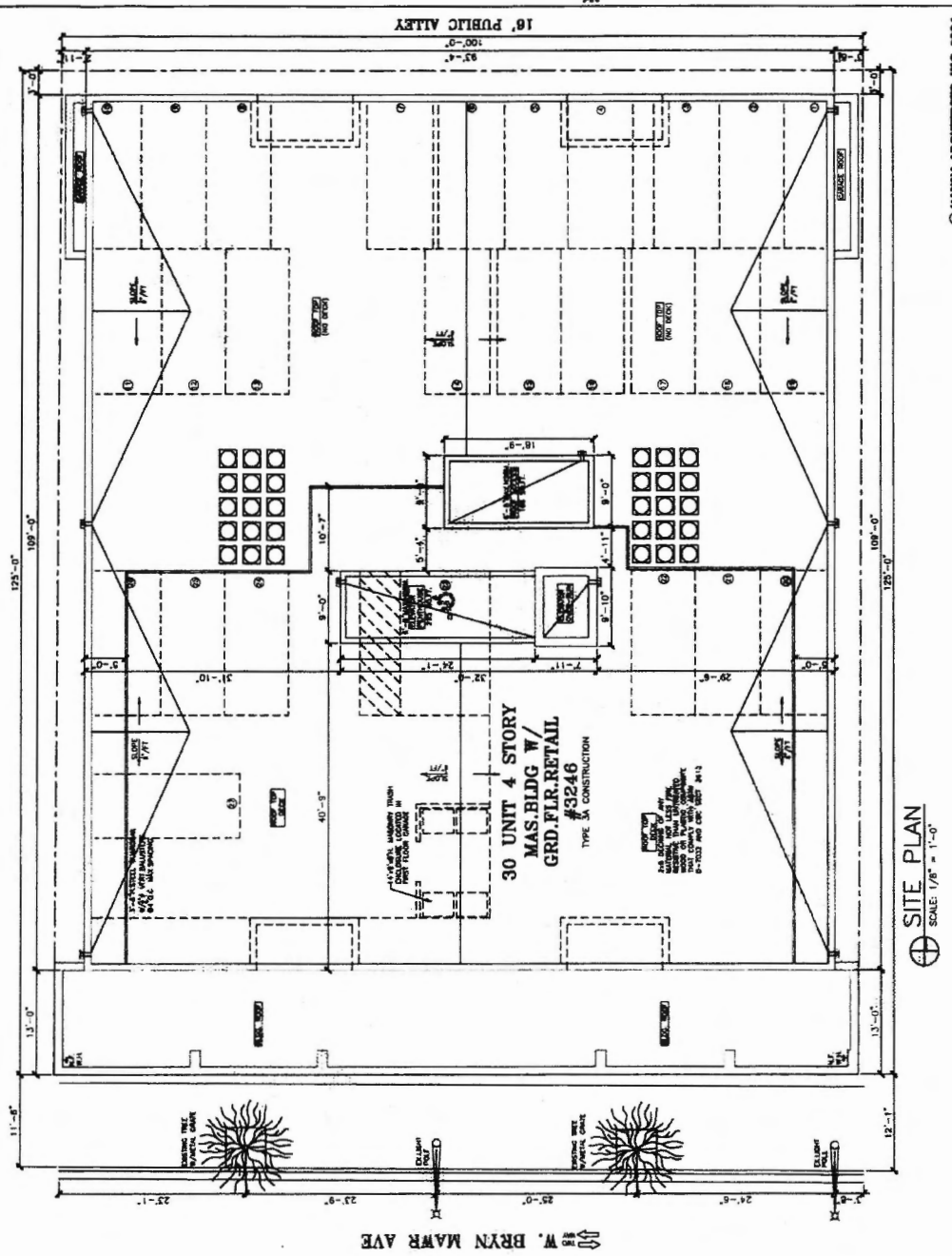
Accordingly, to allow the proposed project, the Applicant now seeks a change in zoning classification for the subject property from a B2-3 Neighborhood Mixed-Use District, Type 1 Map Amendment to a B2-3 Neighborhood Mixed-Use District, Type 1 Map Amendment to seeks to authorize Variations pursuant to section 17-13-0303-D as follows:1) to reduce the rear yard setback under section 17-13-1101-B from 30.0 feet to 3.0 feet on floors that contain dwelling units; 2) to increase height from 65.0 feet to 66.0 feet under section 17-13-1003-L and section 17-13-1101-A; and 3) to reduce the required loading berth from one to zero under section 17-13-1101-D. No increase in FAR or reduction in MLA from the original Type 2 Map Amendment is sought.

The following are the relevant zoning parameters for the proposed project:

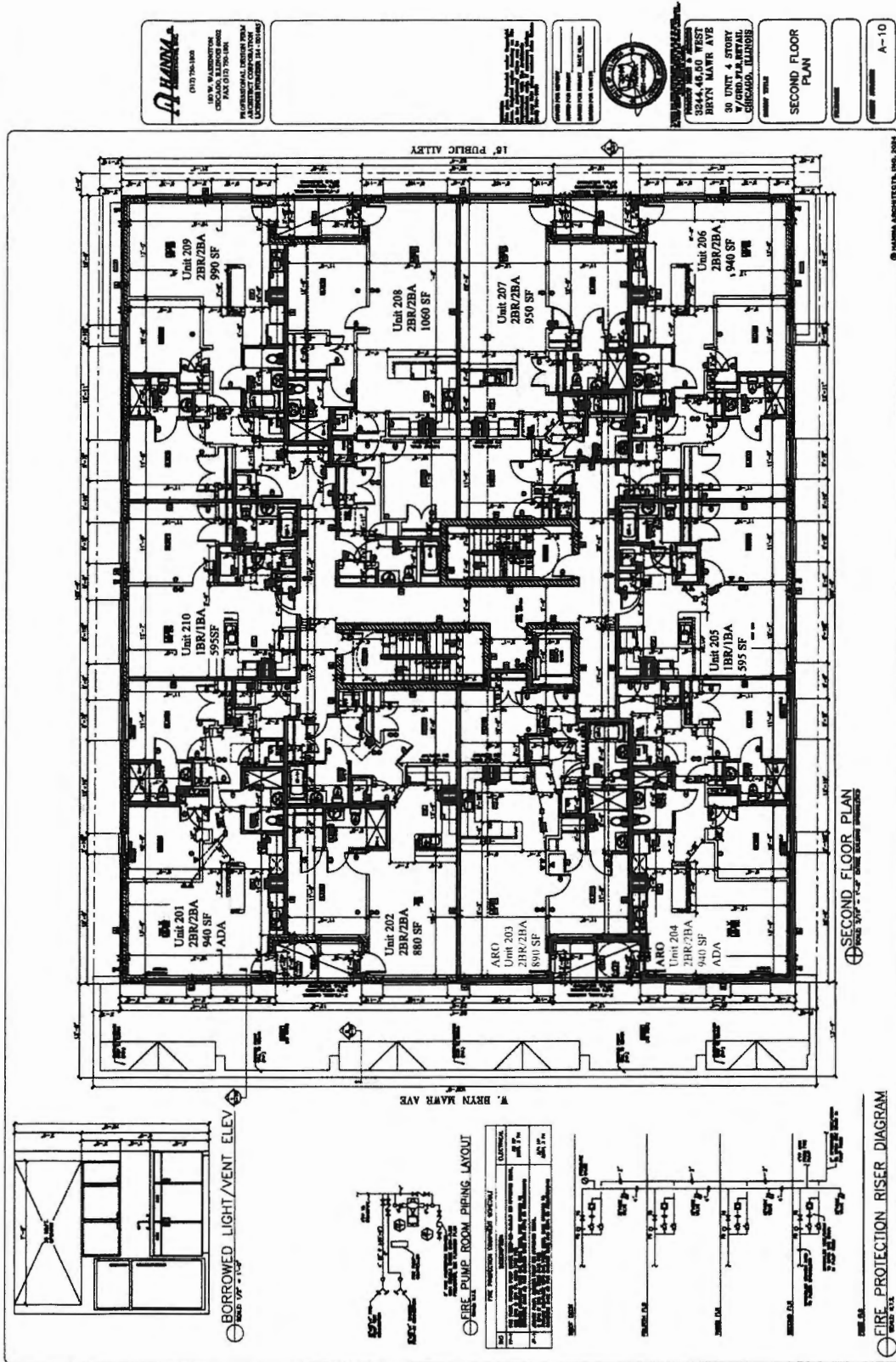
Lot Area:	12,500 square feet
FAR:	3.0
Floor Area:	37,500 square feet
Residential Dwelling Units:	30
MLA Density:	416.7 square feet
Height:	66.0 feet
Bicycle Parking:	15
Automobile Parking:	27
Loading Berth:	zero
Setbacks:	Front (Bryn Mawr): 0.0 feet
	North (rear): 3.0 feet
	East: 0.0 feet
	West: 0.0 feet

Attached is a set of plans and an aerial showing the TSL distance to the Kimball – Homan (Route 83) bus corridor.

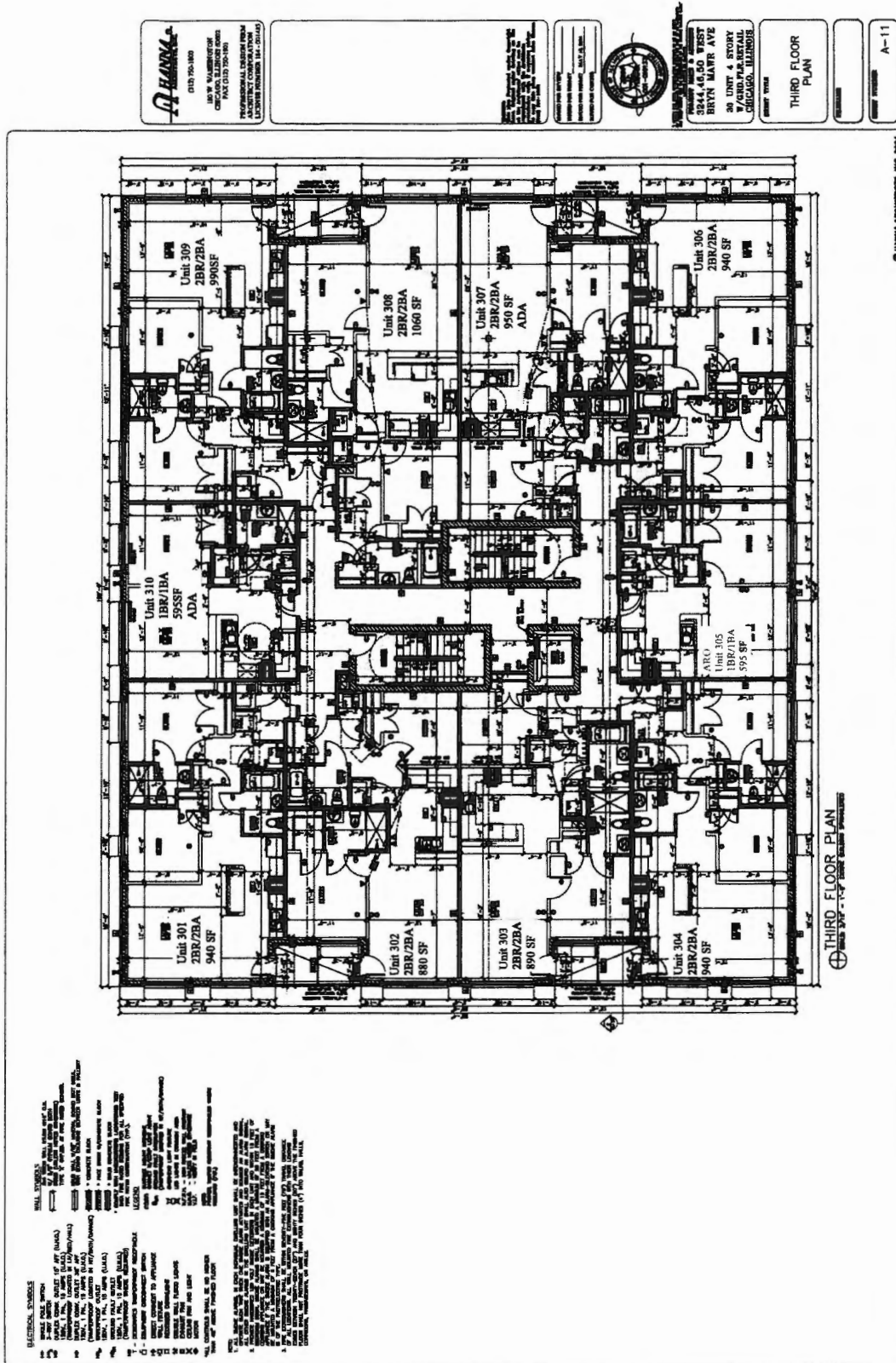
Final for Publication



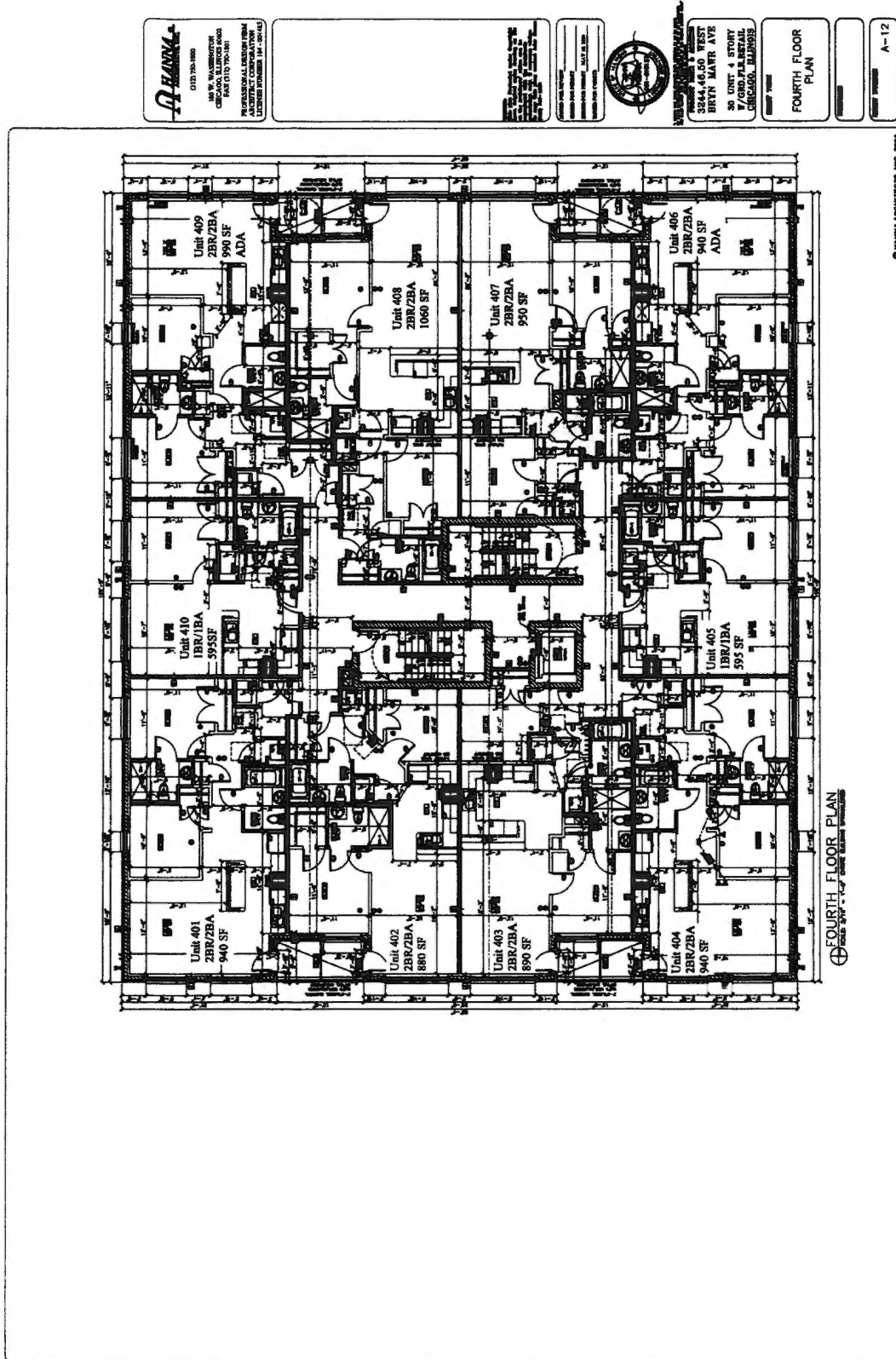
Final for Publication



Final for Publication



Final for Publication



HARRIS
 0173 7th Street
 4th Fl. Washington
 DC 20004
 PROFESSIONAL ARCHITECTURE
 ARCHITECT CORPORATION
 LICENSE NUMBER: 14000000

DATE: 10/30/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

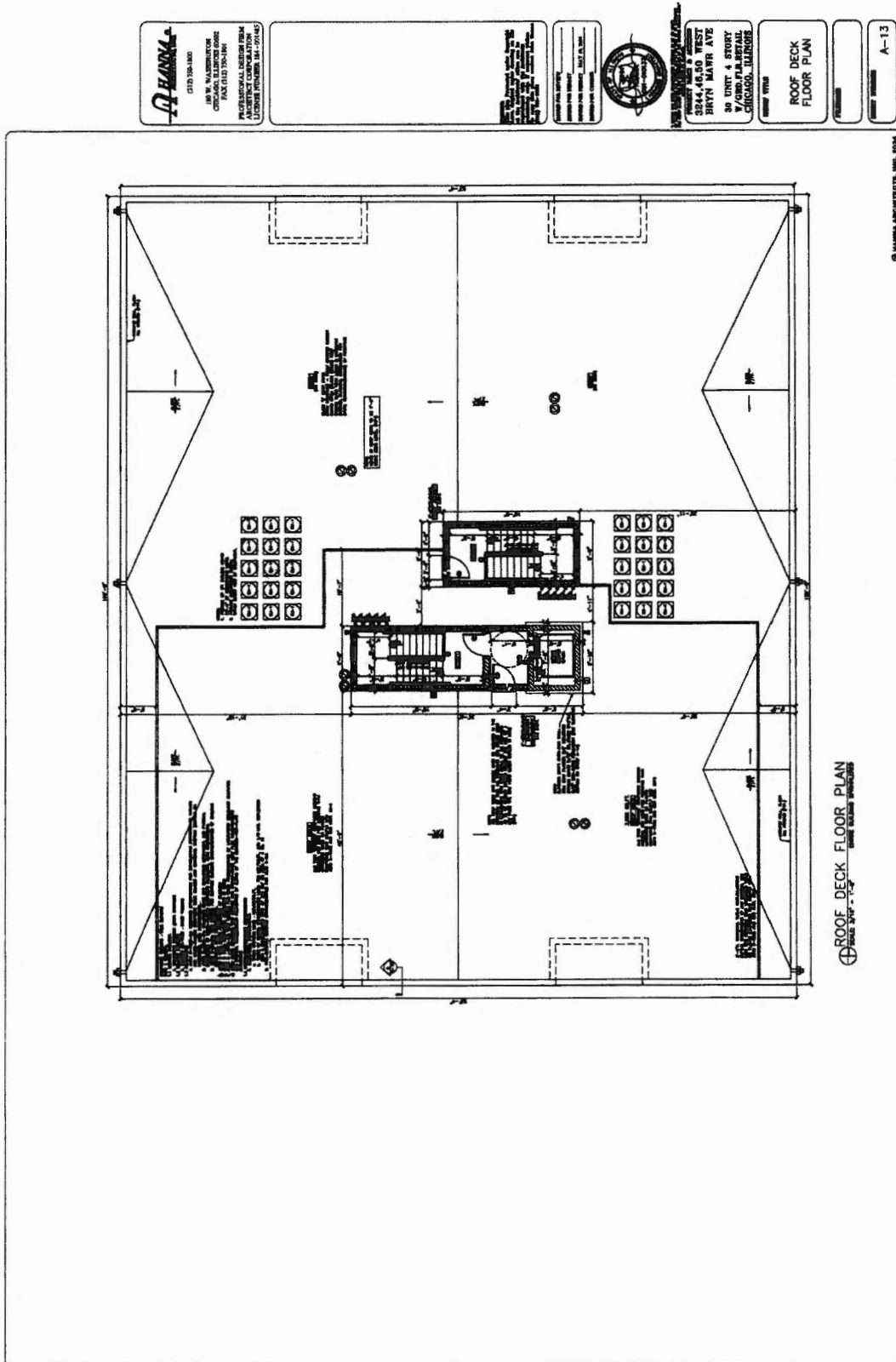


3244 46.00 WEST
 BRYN MAWR AVE
 30 UNIT 4 STORY
 7/000.P.01.001.001
 BRUNNEN, MICHIGAN

FOURTH FLOOR
 PLAN

DATE: 10/30/2024
 A-12

Final for Publication



Final for Publication

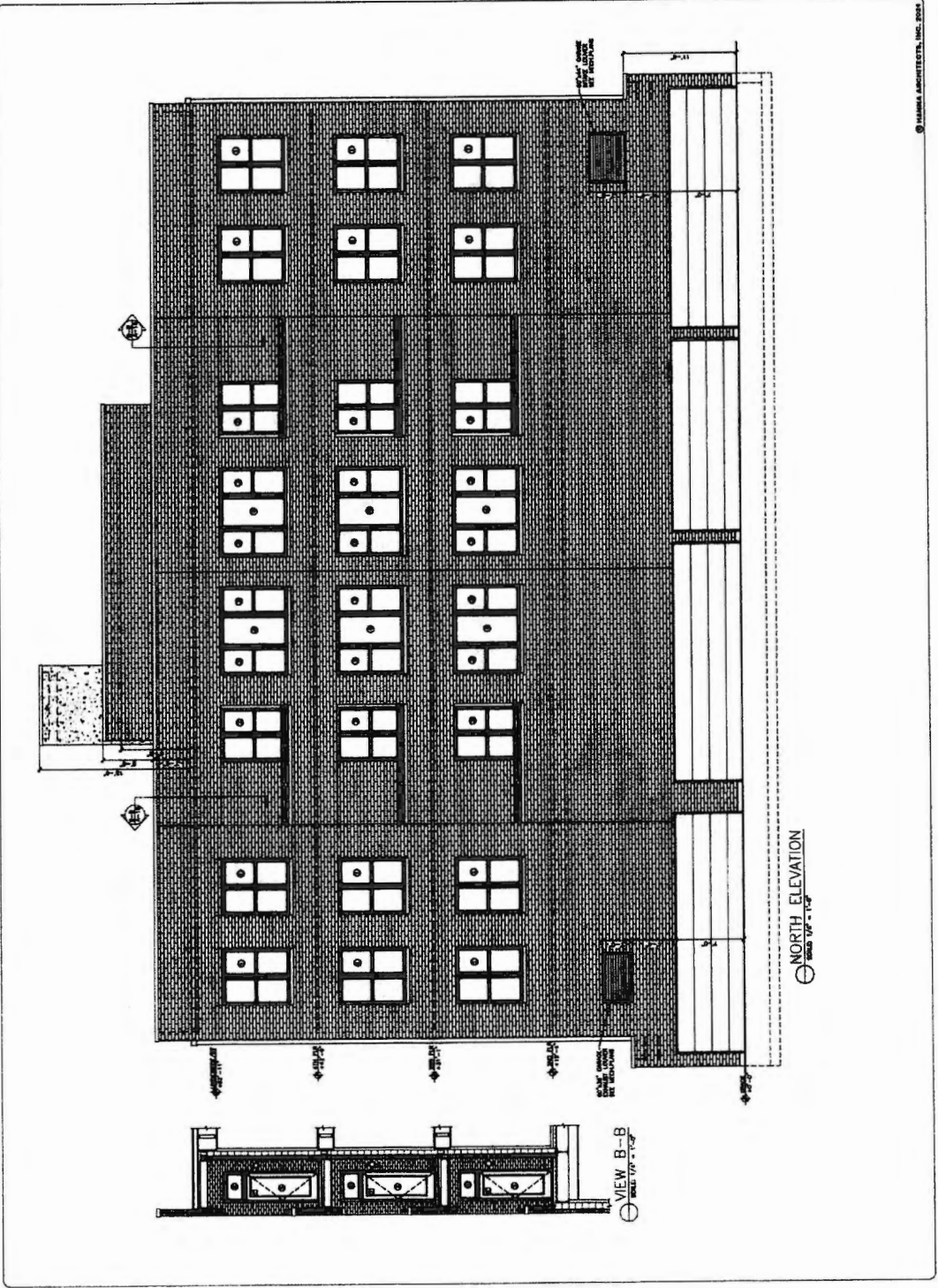
ALANKA
 0173 754-1600
 100 W. WASHINGTON
 CHICAGO, IL 60601
 FAX (312) 754-1601
 PROFESSIONAL DESIGN TEAM
 ARCHITECT: COMBINATION
 ENGINEER: HOK

3244, 46, 50 WEST
 BRYN MAWR AVE
 3D UNIT 4 STORY
 W/ GROUND LEVEL
 BRICK, MARBLE
 STAIRS, LAMINATE



**NORTH BLDG
 ELEVATION**

DATE: 10/30/2024
 SHEET NUMBER: A-18



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Final for Publication

HANNA
 0123 754 860
 141 N. KALMERSVILLE
 CHICAGO, ILLINOIS 60602
 FAC: (312) 754-1881
 REGISTERED ARCHITECTS FROM
 ILLINOIS STATE BOARD OF ARCHITECTS
 LICENSED NUMBER: 141-10745

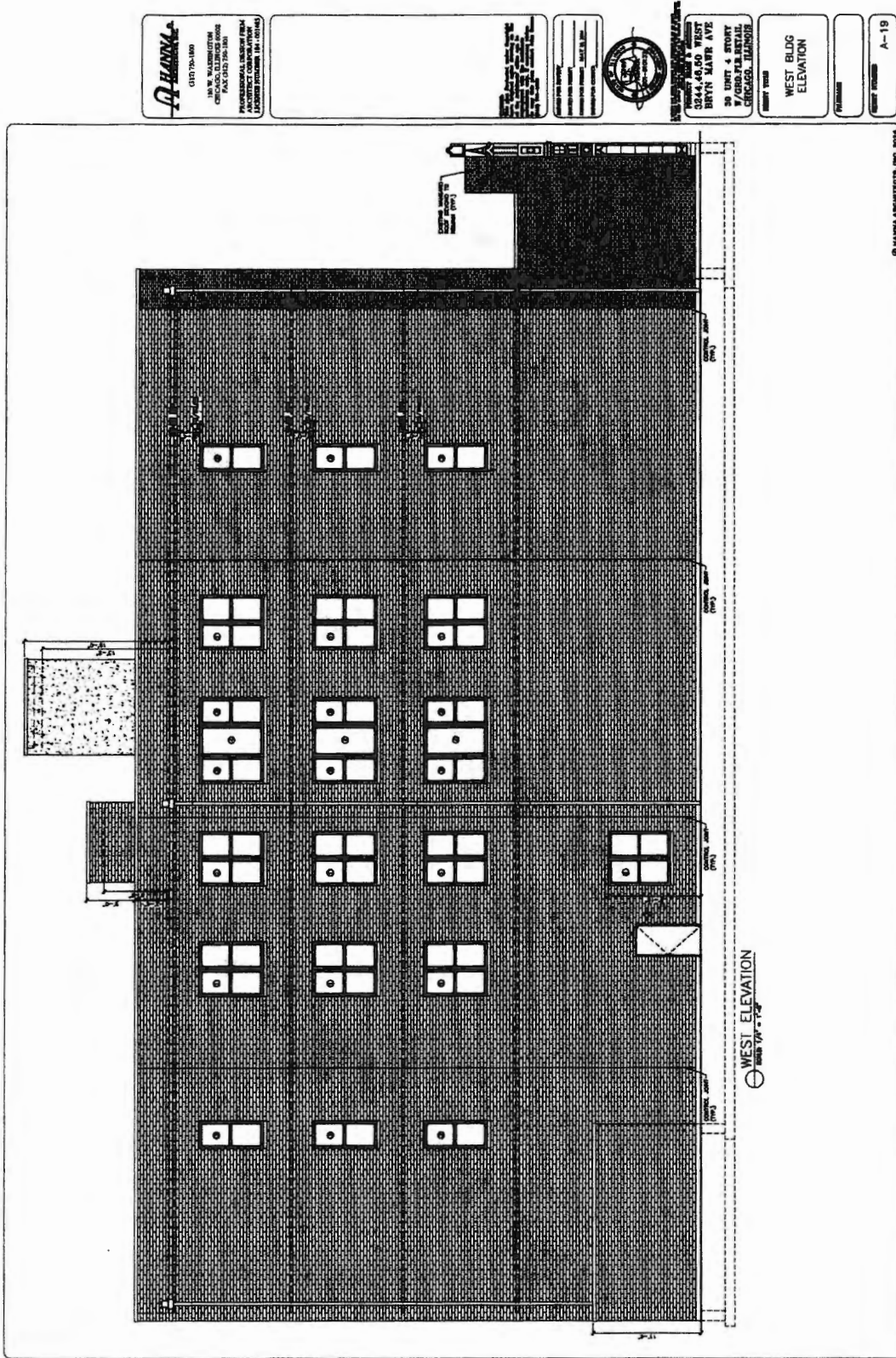
PROJECT NO. 20141
 SHEET NO. 17
 EAST BLDG
 ELEVATION

30 UNIT 4 STORY
 BRICK BLDG. AVE
 CHICAGO, ILLINOIS

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EAST ELEVATION
 10/30/2024

Final for Publication



HANNAN
 6187790-1800
 100 W. WASHINGTON
 CHICAGO, ILLINOIS 60604
 ARCHITECTS
 PROJECT NO. 2024-001
 ARCHITECTURAL CONSULTANT
 LICENSE NO. 0011414

DATE: 10/30/2024
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]



30 UNIT 4 STORY
 3244-48.50 WEST
 BRYN MAWR AVE
 CHICAGO, ILLINOIS 60641

WEST BLDG
 ELEVATION

DATE: 10/30/2024
 SHEET NO. A-19

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Reclassification Of Area Shown On Map No. 17-G.
(Application No. 22570T1)
(Common Address: 6453 N. Bosworth Ave.)

[O2024-0012532]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-G in the area bounded by:

a line 56.44 feet south of and parallel to West Arthur Avenue; the public alley east of and parallel to North Bosworth Avenue; a line 87.44 feet south of and parallel to West Arthur Avenue; and North Bosworth Avenue,

to those of an RM4.5 Residential Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and Zoning; General Notes and Legends;
Existing and Proposed Basement Floor Plans;
Existing First, Second and Third Floor Plans;
and North, South, East and West Building
Elevations attached to this ordinance
printed on pages 20145 through
20150 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication:

17-13-0303-C(1) Type 1 Narrative & Plans – 6453 North Bosworth Avenue., Chicago, IL

Proposed Zoning: RM-4.5 Residential Multi-Unit District

Lot Area: Approximately 3,885 square feet

Proposed Land Use: The existing building will remain. Applicant is seeking a zoning change to establish a garden-level dwelling unit within the existing building for a total of four (4) dwelling units at the subject property. The footprint and height of the existing building will remain.

- (A) The Project's Floor Area Ratio: 5,196.06 square feet (1.34 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): 971.25 square feet per D.U.
(4 dwelling units)
- (C) The amount of off-street parking: 2

*The subject property is around 109 years of age with a residential building containing three (3) dwelling units. Since the Applicant is adding only one (1) dwelling unit to the existing building, parking is not required for the additional dwelling unit pursuant to Section 17-10-0101-B(2)(a) of the Zoning Code of the City of Chicago.

- (D) Setbacks:
 - a. Front Setback: 7 feet and 3.36 inches (existing)
 - b. Rear Setback: 42 feet and 10.2 inches (existing)
 - c. Side Setbacks:
 - North Side: 0 feet (existing)
 - South Side: 2.3 feet (existing)
- (E) Building Height: 35 feet

Final for Publication

6453 N BOSWORTH AVE. - PARTIAL INTERIOR BASEMENT REMODEL OF 3-STORY MASONRY RESIDENCE FOR NEW RESIDENTIAL UNIT

1 SITE PLAN
SCALE - 1/8" = 1'-0"

4 EXISTING PROPERTY
SCALE - 1/8" = 1'-0"

2 ZONING MAP
SCALE - 1/8" = 1'-0"

3 LOCATION MAP
SCALE - 1/8" = 1'-0"

PERMITS DATA

ANALYSIS FOR PERMITS CALCULATOR

2018 ELECTRICAL CODE

RESIDENTIAL DESIGN CRITERIA

STRUCTURAL DESIGN CRITERIA

COMMON DETAILS

NOTES

DESIGN SET

ERIK MYROLD

REGISTERED PROFESSIONAL ENGINEER

6453 N BOSWORTH AVE CHICAGO, IL 60640

PROJECT NO. 2024-0001

DATE: 10/30/2024

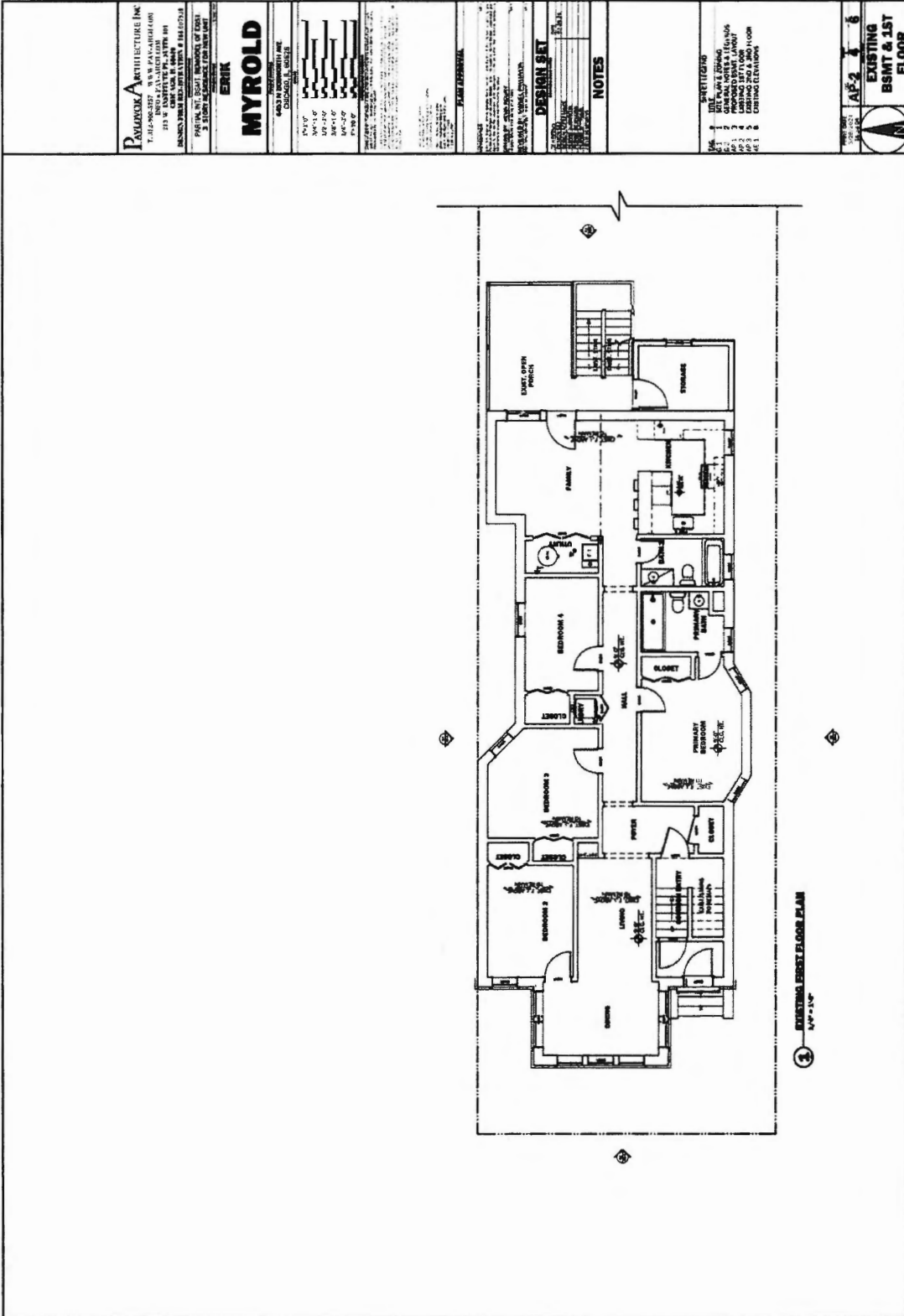
SCALE: 1/8" = 1'-0"

SITE PLAN & ZONING

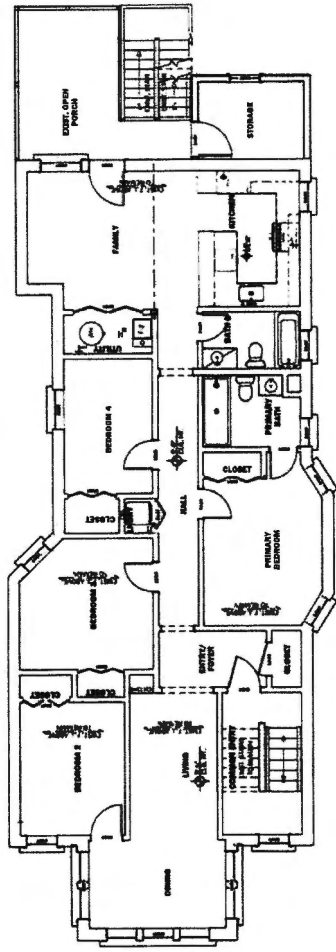
Final for Publication

<p>PARRISH ARCHITECTURE INC. 4 HESPERUS BLVD. SUITE 200 245 S. WASHINGTON ST. LITTLE ROCK, AR 72202 (501) 783-1111 WWW.PARRISHARCHITECTURE.COM</p> <p>PROJECT NO. 2024-001 3 STORY RESIDENCE FOR NEW HOME</p>	<p>ERIK MYROLD ARCHITECT 4923 N. UNIVERSITY AVE. CHICAGO, IL 60640 (773) 442-1111 WWW.ERIKMYROLD.COM</p>	<p>PLANT MATERIAL SEE SCHEDULE 'A' FOR LISTING</p>	<p>DESIGN SET SHEET NO. BSMT-1 DATE: 10/30/2024</p>	<p>NOTES</p> <p>1. SEE PLAN & ELEVATION FOR FINISHES & MATERIALS. 2. SEE SCHEDULE 'A' FOR LISTING OF PLANT MATERIAL. 3. SEE SCHEDULE 'B' FOR LISTING OF EQUIPMENT. 4. SEE SCHEDULE 'C' FOR LISTING OF FIXTURES.</p>
				<p>PROPOSED BSMT. LAYOUT</p>

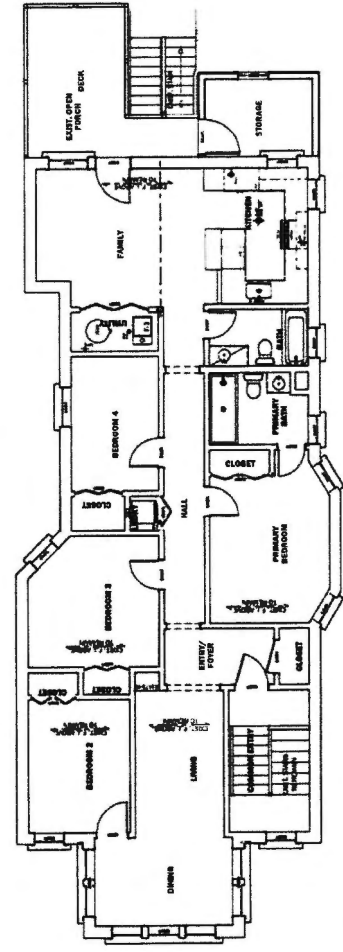
Final for Publication



Final for Publication



2 EXISTING SECOND FLOOR PLAN
3/4" = 1'-0"



3 EXISTING THIRD FLOOR PLAN
3/4" = 1'-0"

PAVONENA ARCHITECTURE INC. 7-210-990-2727 855 W. PACIFIC AVE. 1000 AVENUE OF THE STARS SUITE 1000 FORT LAUDERDALE, FL 33304 WWW.PAVONENAARCHITECTURE.COM	
ERIK MYROLD 853 N. WOODBURY AVE. COVINGTON, MISSISSIPPI 38932 662-833-1144 662-833-1145 662-833-1146 662-833-1147 662-833-1148	
DESIGN SET 1. PRELIMINARY DESIGN 2. PERMITTED DESIGN 3. PERMITTED CONSTRUCTION DOCUMENTS 4. PERMITTED CONSTRUCTION DOCUMENTS 5. PERMITTED CONSTRUCTION DOCUMENTS 6. PERMITTED CONSTRUCTION DOCUMENTS	
NOTES 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES. 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES. 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES. 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES. 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES. 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.	
EXISTING 2ND & 3RD FLOOR DATE: 10/30/2024 DRAWN BY: ERIK MYROLD CHECKED BY: ERIK MYROLD SCALE: 3/4" = 1'-0"	

Final for Publication

PROJECT INFORMATION

PROJECT NO. 20150
 PROJECT NAME: 1501 N. STATE ST. (1501 N. STATE ST. PROJECT)
 CLIENT: [REDACTED]
 ARCHITECT: MYROLD
 DATE: 10/30/2024

COMPANY INFORMATION

MYROLD
 ARCHITECTS
 1501 N. STATE ST. (1501 N. STATE ST. PROJECT)
 CHICAGO, IL 60610
 PHONE: (773) 327-1100
 FAX: (773) 327-1101
 WWW.MYROLD.COM

LEGEND

1 WEST ELEVATION 1/4" = 1'-0"
 2 SOUTH ELEVATION 1/4" = 1'-0"
 3 EAST ELEVATION 1/4" = 1'-0"
 4 EAST ELEVATION 1/4" = 1'-0"

NOTES

1. ALL ELEVATIONS TO BE CONSTRUCTION DOCUMENT QUALITY.
 2. ALL ELEVATIONS TO BE CONSTRUCTION DOCUMENT QUALITY.
 3. ALL ELEVATIONS TO BE CONSTRUCTION DOCUMENT QUALITY.

SCALE

1/4" = 1'-0"

DATE

10/30/2024

PROJECT NO.

20150

PROJECT NAME

1501 N. STATE ST. (1501 N. STATE ST. PROJECT)

CLIENT

[REDACTED]

ARCHITECT

MYROLD

DATE

10/30/2024

Reclassification Of Area Shown On Map No. 22-E.

(Application No. 22549)

(Common Address: 545 E. 88th Pl.)

[O2024-0012504]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 22-E in the area bounded by:

East 88th Place; a line 121 feet west of and parallel to South St. Lawrence Avenue; the public alley south of and parallel to East 88th Place; and a line 152 feet west of and parallel to South St. Lawrence Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 30, 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 29, 2024, the following items were passed by a majority of the members present:

Page 1 contains Mayoral text amendment ordinance (O2024-0012427) that modifies regulations for signs within the Michigan Avenue and State Street Special Sign District.

Page 1 also contains Mayoral text amendment ordinance (O2024-0012428) that amends the use of funds for administrative reporting and monitoring of the city-wide Adopt-a-Landmark Fund.

Page 1 further contains text amendment ordinance (O2024-0012418) that amends permitting for urban farm operations in DC and DX zoning designations.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 3rd, 8th, 12th, 24th, 25th, 26th, 27th, 29th, 32nd, 33rd, 34th, 36th, 39th, 40th, 42nd, 43rd, 44th, 47th, 48th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 8th, 11th, 12th, 26th, 27th, 28th, 32nd, 33rd, 34th, 42nd, 44th and 45th 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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- 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):

4023 S. Archer Ave.

[Or2024-0013379]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ricardo Garcia -- Supermercado El Guero Number 10, 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: 4023 South Archer Avenue, Chicago, Illinois 60632

Zoning District: C2-2

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: X Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: X
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, 10 feet, 0 inches; height, 5 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): East -- north center
In parking lot
8. Name of Sign Contractor/Erector: The Holland Design Group, 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.

3101 N. Clark St.

[Or2024-0013692]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Sweathouz

(* 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: 3101 North Clark Street, Chicago, Illinois 60657

Zoning District: B3-2

DOB Sign Permit Application Number: 101061112

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, 18 feet, 6 inches; height, 6 feet, 0 inches
Total square feet in area: 111 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
8. Name of Sign Contractor/Erector: Foxfield Construction LTD

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3540 W. Division St.
(Permit No. 101060228)

[Or2024-0012820]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: O'Reilly Auto Enterprises 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: 3450 West Division Street, Chicago, Illinois 60651

Zoning District: C2-1

DOB Sign Permit Application Number: 101060228

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, 19 feet, 5 inches; height, 5 feet, 3 inches
Total square feet in area: 102 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: 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.

3540 W. Division St.
(Permit No. 101060229)

[Or2024-0012817]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: O'Reilly Auto Enterprises 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: 3450 West Division Street, Chicago, Illinois 60651

Zoning District: C2-1

DOB Sign Permit Application Number: 101060229

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, 19 feet, 5 inches; height, 5 feet, 3 inches
Total square feet in area: 102 feet, 0 inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

59 W. Hubbard St.

[Or2024-0013142]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 59 West Hubbard, 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: 59 West Hubbard Street, Chicago, Illinois 60654

Zoning District: Planned Development Number 325

DOB Sign Permit Application Number: 101059861

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: BACP1996955
5. Dimensions: length, 18 feet, 0 inches; height, 6 feet, 2 inches
Total square feet in area: 111 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Triangle Sign and Awning, 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.

1501 N. Kingsbury St.

[Or2024-0013061]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Candelite Lincoln Park

(* 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: 1501 North Kingsbury Street, Chicago, Illinois 60642

Zoning District: C3-5

DOB Sign Permit Application Number: 101060804

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: BACP2006837
5. Dimensions: length, 11 feet, 8 inches; height, 9 feet, 8 inches
Total square feet in area: 113 feet
6. Height above grade: 20 feet, 8 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: 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.

3944 W. Lawrence Ave.

[Or2024-0013170]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Kye Su Kim

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3944 West Lawrence Avenue, Chicago, Illinois 60630

Zoning District: B1-2

DOB Sign Permit Application Number: 101060844

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: BACP2007137
5. Dimensions: length, 30 feet, 2 inches; height, 4 feet, 5 inches
Total square feet in area: 133 feet, 0 inches
6. Height above grade: 13 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: C&A Commercial Awnings

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5224 N. Northwest Hwy.

[Or2024-0013687]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Taco Bell

(* 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: 5224 North Northwest Highway, Chicago, Illinois 60630

Zoning District: B3-1

DOB Sign Permit Application Number: 101059615

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: Not Applicable
- 5. Dimensions: length, 16 feet, 1 inch; height, 16 feet, 1 inch
Total square feet in area: 259 feet, 0 inches
- 6. Height above grade: 48 feet, 1 inch
- 7. Elevation (side of building or lot where the sign will be erected): North
- 8. Name of Sign Contractor/Erector: Identity Services 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.

643 N. Orleans St.

[Or2024-0013136]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Pepper Construction

(* 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: 643 North Orleans Street, Chicago, Illinois 60654

Zoning District: DX-7

DOB Sign Permit Application Number: 101056669

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: BACP1981786
5. Dimensions: length, 30 feet, _____ inches; height, 2 feet, 3 inches
Total square feet in area: 68 feet, _____ inches
6. Height above grade: 57 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.

810 W. Pershing Rd.

[Or2024-0013353]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Brickworks Supply Center

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 810 West Pershing Road, Chicago, Illinois 60609

Zoning District: Planned Manufacturing District Number 8

DOB Sign Permit Application Number: 101060970

Sign Details:

1. On-premises: X Or Off-premises: _____
2. Static sign: X Or Dynamic-image display sign: _____
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 10 feet, _____ inches; height, 5 feet, _____ inches
Total square feet in area: 50 feet, _____ inches
6. Height above grade: 20 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Southeast
8. Name of Sign Contractor/Erector: Identity Services

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.

420 S. Pulaski Rd.
(Permit No. 101057698)

[Or2024-0013683]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Save A Lot

(* 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: 420 South Pulaski Road, Chicago, Illinois 60624

Zoning District: B3-2

DOB Sign Permit Application Number: 101057698

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, 8 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 64 feet, 0 inches
6. Height above grade: 30 feet, 0 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.

420 S. Pulaski Rd.
(Permit No. 101057753)

[Or2024-0013681]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Save A Lot

(* 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: 420 South Pulaski Road, Chicago, Illinois 60624

Zoning District: B3-2

DOB Sign Permit Application Number: 101057753

Sign Details:

- 1. On-premises: X Or Off-premises:
- 2. Static sign: X Or Dynamic-image display sign:
- 3. Number of sign faces: 2
- 4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1986933
- 5. Dimensions: length, 12 feet, 1 inch; height, 6 feet, 0 inches
Total square feet in area: 73 feet, 0 inches
- 6. Height above grade: 31 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): Existing on the 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.

420 S. Pulaski Rd.
(Permit No. 101057756)

[Or2024-0013686]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Save A Lot

(* 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: 420 South Pulaski Road, Chicago, Illinois 60624

Zoning District: B3-2

DOB Sign Permit Application Number: 101057756

Sign Details:

1. On-premises: X Or Off-premises: _____
2. Static sign: X Or Dynamic-image display sign: _____
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP1987445
5. Dimensions: length, 8 feet, 0 inch; height, 2 feet, 0 inches
Total square feet in area: 16 feet, 0 inches
6. Height above grade: 27 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Existing on the 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.

137 S. State St.
(Permit No. 101042420)

[Or2024-0013690]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: John Forde

(* 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: 137 South State Street, Chicago, Illinois 60603

Zoning District: Planned Development Number 543

DOB Sign Permit Application Number: 101042420

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, 30 feet, 8 inches; height, 7 feet, 4 inches
Total square feet in area: 224.8 feet, _____ inches
6. Height above grade: 56 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West Elevation
(State Street side)
8. Name of Sign Contractor/Erector: Chicago Sign Group 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.

137 S. State St.
(Permit No. 101042433)

[Or2024-0013689]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: John Forde

(* 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: 137 South State Street, Chicago, Illinois 60603

Zoning District: Planned Development Number 543

DOB Sign Permit Application Number: 101042433

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, 8 inches; height, 7 feet, 4 inches
Total square feet in area: 224.8 feet, _____ inches
- 6. Height above grade: 56 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): South Elevation
(Adams Street side)
- 8. Name of Sign Contractor/Erector: Chicago Sign Group 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.

8810 S. Stony Island Ave.

[Or2024-0013145]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: **Sweetie Patel**

(* 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: 8810 South Stony Island Avenue, Chicago, Illinois 60617

Zoning District: B3-2

DOB Sign Permit Application Number: 101042135

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, 58 feet, 0 inches; height, 3 feet, 6 inches
Total square feet in area: 203 feet, _____ inches
6. Height above grade: 10 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East side of building
8. Name of Sign Contractor/Erector: Artisan 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.

2815 N. Western Ave.
(Permit No. 101060113)

[Or2024-0012974]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Popshelf

(* 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: 2815 North Western Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101060113

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, _____ inches; height, 8 feet, 10 inches
Total square feet in area: 159 feet, _____ inches
- 6. Height above grade: 2 feet, _____ inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: Identity Services 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.

2815 N. Western Ave.
(Permit No. 101060114)

[Or2024-0012975]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Popshef

(* 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: 2815 North Western Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101060114

Sign Details:

1. On-premises: X Or Off-premises: _____
2. Static sign: X Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 18 feet, _____ inches; height, 8 feet, 10 inches
Total square feet in area: 159 feet, _____ inches
6. Height above grade: 2 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Identity Services 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.

2815 N. Western Ave.
(Permit No. 101060115)

[Or2024-0012977]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Popshelf

(* 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: 2815 North Western Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101060115

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, 21 feet, 4 inches; height, 8 feet, 10 inches
Total square feet in area: 188 feet, _____ inches
6. Height above grade: 2 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Identity Services 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.

2815 N. Western Ave.
(Permit No. 101060116)

[Or2024-0012979]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Popshelf

(* 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: 2815 North Western Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101060116

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, 21 feet, 4 inches; height, 8 feet, 10 inches
Total square feet in area: 188 feet, _____ inches
6. Height above grade: 2 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Identity Services 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.

2815 N. Western Ave.
(Permit No. 101060117)

[Or2024-0012980]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Popshelf

(* 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: 2815 North Western Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101060117

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, 11 feet, 4 inches; height, 8 feet, 10 inches
Total square feet in area: 100 feet, _____ inches
6. Height above grade: 2 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Identity Services 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.

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, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

Sponsored by the alderpersons named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERPERSON HALL (6th Ward):

TRIBUTE TO LATE RUBY D. FRANKLIN.

[R2024-0013367]

WHEREAS, In His infinite wisdom, God has granted eternal rest to Ruby D. Franklin, a beloved and dedicated member of her community, who departed this life on October 6, 2024, at the age of 74; and

WHEREAS, Ruby D. Franklin began life in Mississippi on November 24, 1949, and brought the rich heritage of her birthplace to the city she would come to call home after relocating from Los Angeles, California in 1978; and

WHEREAS, Ruby settled on the South Side of Chicago as a devoted wife and mother, raising three children while balancing her responsibilities as a homemaker and, later, as a member of Chicago's workforce. Ruby began a career in the insurance industry before dedicating herself to her growing family. Eventually, she re-entered the workforce as a commercial school bus driver, a role that prepared her for a remarkable career serving the City of Chicago; and

WHEREAS, Ruby's exemplary service as a motor truck driver for both the Department of Aviation and the Bureau of Electricity spanned more than two decades. Her dedication to the city and its people left an indelible mark on those she worked with before her well-deserved retirement in 2015; and

WHEREAS, Ruby was not only committed to her profession but also to her community, residing in Chicago's 6th Ward for more than 45 years. As an active member and executive officer of her local block club for more than 40 years, Ruby displayed her love for her neighborhood, fostering community spirit and service; and

WHEREAS, Ruby's contributions extended to the broader community through her membership in the Yazoo Club of Chicago, where she celebrated and connected with fellow Chicagoans from her home state of Mississippi, sharing her pride and joy in both her roots and her city; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has informed this august body of the passing of this remarkable woman who will be remembered for her vibrant personality, her wit, her relatability and her sense of humor, all of which endeared her to family, friends, neighbors and colleagues, leaving a legacy of service, love and laughter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this 30th day of October 2024, do hereby extend our heartfelt condolences and express our deepest sympathy to the family of Ruby D. Franklin as well as her loved ones and all the persons whose lives she has touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ruby D. Franklin as a token of our appreciation for her life of service.

TRIBUTE TO LATE STANLEY SMITH.

[R2024-0013477]

WHEREAS, In His infinite wisdom, God has granted Stanley Smith, a dedicated leader, mentor and community advocate, eternal rest on Monday, October 14, just 13 days past his 75th birthday; and

WHEREAS, Stanley Smith was born on October 2, 1949. His life was marked by a commitment to helping others, sharing his vast knowledge and uplifting his community. He served as the esteemed director of New Pisgah Haven Homes and Naomi & Sylvester Smith Living Center as well as Veterans New Beginnings, where his leadership and compassion touched the lives of countless individuals in the Auburn-Gresham community; and

WHEREAS, With more than 40 years of experience in leadership, sales management and consultation, Stanley Smith was a dynamic executive who led with both heart and mind, striving to provide exceptional housing, education and vocational opportunities for the underprivileged and underserved; and

WHEREAS, Stanley Smith was also instrumental in the development of the New Pisgah Community Service Organization, an entity devoted to "Helping People ... Changing Lives", a motto that he not only championed but lived by every single day; and

WHEREAS, Stan's deep commitment to service, community-building and relationship development fostered a legacy of hope, kindness and opportunity for those around him. His tireless work and dedication have left an indelible mark on his family, friends, staff, residents and all who had the privilege of knowing him; and

WHEREAS, Stanley Smith is survived by his beloved family and will be deeply missed by all those whose lives he touched with his generosity, wisdom and leadership. His love for his family, his commitment to his staff and residents, and his passion for improving the quality of life in his community serve as a beacon of inspiration to all; and

WHEREAS, The Honorable William Hall, Alderperson of the 6th Ward, has apprised this august body of the passing of this outstanding citizen and community leader; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this 30th day of October 2024, do hereby extend our deepest condolences to the family, friends and colleagues of Stanley Smith, and salute his life and legacy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Stanley Smith as a symbol of our heartfelt sympathy and lasting appreciation for a lifetime of service.

**CONGRATULATIONS EXTENDED TO PRINCE OF PEACE APOSTOLIC CHURCH
ON 79TH ANNIVERSARY.**

[R2024-0013366]

WHEREAS, The City of Chicago is home to many houses of worship that serve as beacons of hope, strength and community service, contributing to the spiritual and social well-being of their congregants and neighbors; and

WHEREAS, The Prince of Peace Apostolic Church has been a steadfast institution in the City of Chicago for 79 years, having been established in 1945 under the inspired leadership of Evangelist Senia Johnson, who, with a small group of devoted followers, began conducting prayer meetings in a humble building located at 40th Street and Cottage Grove Avenue; and

WHEREAS, Evangelist Senia Johnson became Pastor Johnson and continued to lead what became known as the Prince of Peace Gospel Mission, that grew in both numbers and influence in this city's South Side spiritual community, moving to various locations in the city until finding a permanent home on South Cottage Grove Avenue; and

WHEREAS, After Pastor Johnson was called home, the ministry was blessed by the leadership of Elder John H. McCall, who became pastor in 1966, bringing a vision of growth and spiritual guidance. His leadership saw the renaming of the ministry to the Prince of Peace Apostolic Church and the acquisition of a permanent church home at 6848 -- 6850 South Cottage Grove Avenue; and

WHEREAS, Under Elder McCall's 43 years of leadership, the church expanded its outreach and fostered the development of young ministers who would go on to plant churches and spread the gospel, while continuing to encourage its members with the belief that "I can do all things through Christ which strengtheneth me" (Philippians 4:13); and

WHEREAS, Elder McCall was succeeded by his son, District Elder John S. McCall, Sr., in 2008, who continued his father's work with compassion and innovation, growing the church's outreach ministry to include nursing home services, life insurance assistance and community support programs such as Thanksgiving baskets and back-to-school initiatives; and

WHEREAS, After 11 years of dedicated service, District Elder McCall passed the mantle of leadership to Kermit DeLashment, the church's current pastor who has brought a 21st-century vision to the ministry, focusing on the needs of modern believers, spiritual integrity and renewing the church's role as a source of guidance and community resources; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has informed this august body of the exemplary leadership of Pastor DeLashment which allows the Prince of Peace Apostolic Church to thrive, but still maintain its Apostolic roots while embracing the changing spiritual landscape of today's world. As it approaches its 80th year, this iconic spiritual institution remains a pillar of faith and resilience in the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 30th day of October 2024, do hereby express our heartfelt congratulations to the Prince of Peace Apostolic Church on the occasion of its 79th anniversary, commend its leadership and congregation for their tireless service to God and the City of Chicago, and extend our very best wishes for continued growth, prosperity and service to the community in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Prince of Peace Apostolic Church as a token of our admiration and respect.

Presented By

ALDERPERSON HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO LYNDA SUE ALLEN ON 75TH BIRTHDAY.

[R2024-0013473]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lynda Sue Allen in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lynda Sue Allen on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lynda Sue Allen 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 30th of October 2024, do hereby congratulate Lynda Sue Allen on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lynda Sue Allen for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lynda Sue Allen in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY E. ANDERSON ON 95TH BIRTHDAY.

[R2024-0013495]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary E. Anderson in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mary E. Anderson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary E. Anderson 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 30th of October 2024, do hereby congratulate Mary E. Anderson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Mary E. Anderson for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary E. Anderson in honor of her 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VANESSA R. BAILEY ON 65TH BIRTHDAY.
[R2024-0013496]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vanessa R. Bailey in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Vanessa R. Bailey on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vanessa R. Bailey 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 30th of October 2024, do hereby congratulate Vanessa R. Bailey on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vanessa R. Bailey for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Vanessa R. Bailey in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTHONY BATES ON 70TH BIRTHDAY.

[R2024-0013497]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony Bates in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Anthony Bates on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony Bates 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 30th October 2024, do hereby congratulate Anthony Bates on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Anthony Bates for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony Bates in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORI A. BEDENFIELD-HERRON ON 65TH BIRTHDAY.

[R2024-0013498]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lori A. Bedenfield-Herron in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lori A. Bedenfield-Herron on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lori A. Bedenfield-Herron 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 30th of October 2024, do hereby congratulate Lori A. Bedenfield-Herron on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lori A. Bedenfield-Herron for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lori A. Bedenfield in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALTONIA BELL ON 75TH BIRTHDAY.

[R2024-0013499]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Altonia Bell in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Altonia Bell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Altonia Bell 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 30th of October 2024, do hereby congratulate Altonia Bell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Altonia Bell for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Altonia Bell in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANNIE BENTLEY ON 95TH BIRTHDAY.

[R2024-0013500]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Annie Bentley in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Annie Bentley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Annie Bentley 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 30th of October 2024, do hereby congratulate Annie Bentley on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Annie Bentley for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Bentley in honor of her 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGUERITE BIEN-AIME ON 65TH BIRTHDAY.

[R2024-0013501]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marguerite Bien-Aime in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Marguerite Bien-Aime on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marguerite Bien-Aime 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 30th of October 2024, do hereby congratulate Marguerite Bien-Aime on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Marguerite Bien-Aime for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marguerite Bien-Aime in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IOLA E. BLANTON ON 85TH BIRTHDAY.

[R2024-0013502]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to lola E. Blanton 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 lola E. Blanton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, lola E. Blanton 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 30th of October 2024, do hereby congratulate lola E. Blanton on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to lola E. Blanton 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 lola E. Blanton in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EULA BOLTON ON 90TH BIRTHDAY.

[R2024-0013503]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eula Bolton 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 Eula Bolton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eula Bolton 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 30th of October 2024, do hereby congratulate Eula Bolton on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eula Bolton 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 Eula Bolton in honor of her 90th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO JESSE BROWN ON 80TH BIRTHDAY.

[R2024-0013504]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jesse Brown 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 Jesse Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jesse 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 30th of October 2024, do hereby congratulate Jesse Brown on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jesse Brown 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 Jesse Brown in honor of his 80th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO WILLIAM BROWN ON 80TH BIRTHDAY.

[R2024-0013505]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William Brown 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 William Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William 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 30th of October 2024, do hereby congratulate William Brown on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to William Brown 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 William Brown in honor of his 80th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO VANESSA C. BROWNLEE ON 70TH BIRTHDAY.

[R2024-0013506]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vanessa C. Brownlee 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 Vanessa C. Brownlee on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vanessa C. Brownlee 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 30th of October 2024, do hereby congratulate Vanessa C. Brownlee on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vanessa C. Brownlee 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 Vanessa C. Brownlee in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONALD DON BUNN ON 65TH BIRTHDAY.
[R2024-0013507]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donald Don Bunn in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Donald Don Bunn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donald Don Bunn 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 30th of October 2024, do hereby congratulate Donald Don Bunn on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donald Don Bunn for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald Don Bunn in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARLA B. BURGESS ON 65TH BIRTHDAY.
[R2024-0013508]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carla B. Burgess in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Carla B. Burgess on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carla B. Burgess 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 30th of October 2024, do hereby congratulate Carla B. Burgess on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carla B. Burgess for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carla B. Burgess in honor of her 65th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO JOYCE CAMPBELL ON 70TH BIRTHDAY.
[R2024-0013509]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joyce Campbell 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 Joyce Campbell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joyce Campbell 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 30th of October 2024, do hereby congratulate Joyce Campbell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joyce Campbell 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 Joyce Campbell in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALISA CARROLL ON 65TH BIRTHDAY.
[R2024-0013510]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alisa Carroll in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Alisa Carroll on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alisa Carroll 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 30th of October 2024, do hereby congratulate Alisa Carroll on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Alisa Carroll for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alisa Carroll in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DAVID ANTHONY CARTER ON 65TH BIRTHDAY.

[R2024-0013511]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David Anthony Carter in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to David Anthony Carter on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, David Anthony Carter 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 30th of October 2024, do hereby congratulate David Anthony Carter on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to David Anthony Carter for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David Anthony Carter in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOURDESITA M. CHATO ON 70TH BIRTHDAY.

[R2024-0013512]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lourdesita M. Chato 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 Lourdesita M. Chato on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lourdesita M. Chato 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 30th of October 2024, do hereby congratulate Lourdesita M. Chato on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lourdesita M. Chato 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 Lourdesita M. Chato in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ERICK D. CLARK ON 70TH BIRTHDAY.

[R2024-0013513]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Erick D. Clark in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Erick D. Clark on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Erick D. Clark 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 30th of October 2024, do hereby congratulate Erick D. Clark on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Erick D. Clark for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Erick D. Clark in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAGUINA CLAY-HERRON ON 65TH BIRTHDAY.

[R2024-0013514]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laguina Clay-Herron in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Laguina Clay-Herron on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Laguina Clay-Herron 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 30th of October 2024, do hereby congratulate Laguina Clay-Herron on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Laguina Clay-Herron for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Laguina Clay-Herron in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO STEVEN C. COLEMAN ON 65TH BIRTHDAY.
[R2024-0013515]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Steven C. Coleman in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Steven C. Coleman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Steven C. Coleman 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 30th of October 2024, do hereby congratulate Steven C. Coleman on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Steven C. Coleman for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Steven C. Coleman in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONNA L. CONEY ON 65TH BIRTHDAY.
[R2024-0013516]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donna L. Coney in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Donna L. Coney on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donna L. Coney 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 30th of October 2024, do hereby congratulate Donna L. Coney on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donna L. Coney for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donna L. Coney in honor of her 65th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO CHERYL DENISE COX ON 65TH BIRTHDAY.
[R2024-0013517]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl Denise Cox in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Cheryl Denise Cox on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl Denise Cox 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 30th of October 2024, do hereby congratulate Cheryl Denise Cox on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Cheryl Denise Cox for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Cheryl Denise Cox in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RICARDO L. CURINGTON ON 70TH BIRTHDAY.

[R2024-0013518]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ricardo L. Curington in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ricardo L. Curington on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ricardo L. Curington 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 30th October 2024, do hereby congratulate Ricardo L. Curington on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ricardo L. Curington for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ricardo L. Curington in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLETTE E. DAVENPORT ON 75TH BIRTHDAY.

[R2024-0013519]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willette E. Davenport in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Willette E. Davenport on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willette E. Davenport 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 30th of October 2024, do hereby congratulate Willette E. Davenport on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Willette E. Davenport for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willette E. Davenport in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BEATRICE DAVIS ON 80TH BIRTHDAY.

[R2024-0013520]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beatrice Davis 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 Beatrice Davis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Beatrice Davis 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 30th of October 2024, do hereby congratulate Beatrice Davis on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Beatrice Davis 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 Beatrice Davis in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LILLIAN V. DAVIS ON 80TH BIRTHDAY.

[R2024-0013521]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillian V. Davis 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 Lillian V. Davis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lillian V. Davis 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 30th of October 2024, do hereby congratulate Lillian V. Davis on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lillian V. Davis 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 Lillian V. Davis in honor of her 80th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO DEDRA M. DELANEY ON 70TH BIRTHDAY.

[R2024-0013522]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dedra M. Delaney 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 Dedra M. Delaney on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dedra M. Delaney 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 30th of October 2024, do hereby congratulate Dedra M. Delaney on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Dedra M. Delaney 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 Dedra M. Delaney in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RONNIE M. DORSEY ON 65TH BIRTHDAY.
[R2024-0013523]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronnie M. Dorsey in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ronnie M. Dorsey on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronnie M. Dorsey 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 30th of October 2024, do hereby congratulate Ronnie M. Dorsey on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ronnie M. Dorsey for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ronnie M. Dorsey in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DWAYNE M. DUKE ON 65TH BIRTHDAY.
[R2024-0013524]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dwayne M. Duke in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dwayne M. Duke on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dwayne M. Duke 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 30th of October 2024, do hereby congratulate Dwayne M. Duke on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Dwayne M. Duke for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dwayne M. Duke in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SARAH DUNCAN ON 85TH BIRTHDAY.
[R2024-0013525]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sarah Duncan 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 Sarah Duncan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sarah Duncan 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 30th of October 2024, do hereby congratulate Sarah Duncan on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sarah Duncan 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 Sarah Duncan in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROCHELLE Z. DUNLAP ON 70TH BIRTHDAY.

[R2024-0013526]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rochelle Z. Dunlap 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 Rochelle Z. Dunlap on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rochelle Z. Dunlap 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 30th of October 2024, do hereby congratulate Rochelle Z. Dunlap on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Rochelle Z. Dunlap 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 Rochelle Z. Dunlap in honor of her 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO DAVID R. DUPREY, SR. ON 70TH BIRTHDAY.

[R2024-0013527]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David R. Duprey, Sr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to David R. Duprey, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, David R. Duprey, Sr. 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 30th October 2024, do hereby congratulate David R. Duprey, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to David R. Duprey, Sr. for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David R. Duprey, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO ROSEMARIE C. DWARIKA ON 70TH BIRTHDAY.

[R2024-0013528]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosemarie C. Dwarika 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 Rosemarie C. Dwarika on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rosemarie C. Dwarika 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 30th of October 2024, do hereby congratulate Rosemarie C. Dwarika on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Rosemarie C. Dwarika 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 Rosemarie C. Dwarika in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HENRY G. ERVIN ON 75TH BIRTHDAY.

[R2024-0013478]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Henry G. Ervin in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Henry G. Ervin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Henry G. Ervin 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 30th October 2024, do hereby congratulate Henry G. Ervin on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Henry G. Ervin for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Henry G. Ervin in honor of his 75th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO CHARLES W. FOSTER ON 80TH BIRTHDAY.

[R2024-0013479]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles W. Foster 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 Charles W. Foster on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles W. Foster 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 30th of October 2024, do hereby congratulate Charles W. Foster on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles W. Foster 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 Charles W. Foster in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LANCERT A. FOSTER ON 75TH BIRTHDAY.
[R2024-0013480]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lancer A. Foster in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lancer A. Foster on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lancer A. Foster 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 30th October 2024, do hereby congratulate Lancer A. Foster on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lancer A. Foster for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lancer A. Foster in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA A. FOSTER ON 70TH BIRTHDAY.
[R2024-0013483]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia A. Foster 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 Patricia A. Foster on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia A. Foster 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 30th of October 2024, do hereby congratulate Patricia A. Foster on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia A. Foster 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 Patricia A. Foster in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SULIVAN GIBSON ON 80TH BIRTHDAY.

[R2024-0013481]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sullivan Gibson 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 Sullivan Gibson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sullivan Gibson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 30th of October 2024, do hereby congratulate Sullivan Gibson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sullivan Gibson 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 Sullivan Gibson in honor of his 80th birthday as a token of our esteem and good wishes.

10/30/2024

AGREED CALENDAR

20203

CONGRATULATIONS EXTENDED TO CHARLES H. GORDON ON 65TH BIRTHDAY.

[R2024-0013482]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles H. Gordon in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Charles H. Gordon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles H. Gordon belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 30th of October 2024, do hereby congratulate Charles H. Gordon on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles H. Gordon for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles H. Gordon in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CAROLYN GROSS ON 70TH BIRTHDAY.

[R2024-0013529]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Gross 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 Carolyn Gross on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carolyn Gross 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 30th of October 2024, do hereby congratulate Carolyn Gross on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carolyn Gross 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 Carolyn Gross in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSLYN A. HALL-O'NEAL ON 70TH BIRTHDAY.

[R2024-0013530]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roslyn A. Hall-O'Neal 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 Roslyn A. Hall-O'Neal on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roslyn A. Hall-O'Neal 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 30th of October 2024, do hereby congratulate Roslyn A. Hall-O'Neal on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Roslyn A. Hall-O'Neal 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 Roslyn A. Hall-O'Neal in honor of her 70th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON LOPEZ (15th Ward):

CONGRATULATIONS EXTENDED TO JAMIE BOURN ON 75TH BIRTHDAY.

[R2024-0013451]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jamie Bourn 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 Jamie Bourn on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jamie Bourn 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jamie Bourn 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 Jamie Bourn in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANE BRANCH ON 70TH BIRTHDAY.

[R2024-0013442]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diane Branch 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 Diane Branch on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Diane Branch 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Diane Branch 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 Diane Branch in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TS BRYANT ON 80TH BIRTHDAY.

[R2024-0013458]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ts Bryant 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 Ts Bryant on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Ts Bryant 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Ts Bryant 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 Ts Bryant in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MANUEL BUSO-AVILA, SR. ON 65TH BIRTHDAY.

[R2024-0013436]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Manuel Busso-Avila, Sr. 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 Manuel Busso-Avila on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Manuel Busso-Avila 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Manuel Busso-Avila 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 Manuel Busso-Avila in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LIZZIE CASTON ON 75TH BIRTHDAY.

[R2024-0013454]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lizzie Caston 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 Lizzie Caston on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lizzie Caston 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lizzie Caston 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 Lizzie Caston in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FRANCISCO CHAVEZ ON 70TH BIRTHDAY.
[R2024-0013444]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Francisco Chavez 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 Francisco Chavez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Francisco Chavez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Francisco Chavez 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 Francisco Chavez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LILLIE CHOYCE ON 65TH BIRTHDAY.

[R2024-0013434]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillie Choyce 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 Lillie Choyce on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lillie Choyce 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lillie Choyce 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 Lillie Choyce in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO REYNALDO DIAZ DE LEON ON 70TH BIRTHDAY.

[R2024-0013450]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Reynaldo Diaz De Leon 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 Reynaldo Diaz De Leon on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Reynaldo Diaz De Leon 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Reynaldo Diaz De Leon 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 Reynaldo Diaz De Leon in honor of his 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO PATRICK DOWLING ON 65TH BIRTHDAY.

[R2024-0013437]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patrick Dowling 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 Patrick Dowling on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Patrick Dowling 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Patrick Dowling 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 Patrick Dowling in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN DUNLEAVY ON 65TH BIRTHDAY.

[R2024-0013432]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Dunleavy 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 John Dunleavy on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, John Dunleavy 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to John Dunleavy 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 John Dunleavy in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THERESA FATA ON 80TH BIRTHDAY.

[R2024-0013457]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Theresa Fata 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 Theresa Fata on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Theresa Fata 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Theresa Fata 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 Theresa Fata in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PEDRO FERNANDEZ ON 65TH BIRTHDAY.
[R2024-0013438]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pedro Fernandez 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 Pedro Fernandez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Pedro Fernandez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Pedro Fernandez 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 Pedro Fernandez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN GALVAN ON 65TH BIRTHDAY.

[R2024-0013433]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Galvan 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 Juan Galvan on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Juan Galvan 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Juan Galvan 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 Juan Galvan in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JESUS GARCIA ON 70TH BIRTHDAY.

[R2024-0013445]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jesus Garcia 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 Jesus Garcia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jesus Garcia 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jesus Garcia 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 Jesus Garcia in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE GARCIA ON 75TH BIRTHDAY.

[R2024-0013452]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Garcia 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 Jose Garcia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Garcia 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Garcia 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 Jose Garcia in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CONCEPCION HERNANDEZ ON 70TH BIRTHDAY.

[R2024-0013441]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Concepcion Hernandez 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 Concepcion Hernandez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Concepcion Hernandez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Concepcion Hernandez 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 Concepcion Hernandez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ETHEL JACKSON ON 80TH BIRTHDAY.
[R2024-0013456]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ethel Jackson 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 Ethel Jackson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Ethel Jackson 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Ethel Jackson 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 Ethel Jackson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLENE KNIGHT SHIPP ON 70TH BIRTHDAY.

[R2024-0013440]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charlene Knight Shipp 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 Charlene Knight Shipp on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Charlene Knight Shipp 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Charlene Knight Shipp 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 Charlene Knight Shipp in honor of her 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO DORA LOPEZ ON 70TH BIRTHDAY.

[R2024-0013443]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dora Lopez 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 Dora Lopez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Dora Lopez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Dora Lopez 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 Dora Lopez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HILDA MARTINEZ ON 65TH BIRTHDAY.

[R2024-0013430]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hilda Martinez 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 Hilda Martinez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Hilda Martinez 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 30th of October 2024 A.D., do

hereby extend our warmest and heartfelt best wishes to Hilda Martinez 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 Hilda Martinez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAVIER MAYEN ON 65TH BIRTHDAY.

[R2024-0013431]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Javier Mayen 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 Javier Mayen on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Javier Mayen 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Javier Mayen 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 Javier Mayen in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LINDA MC ADOW ON 75TH BIRTHDAY.

[R2024-0013453]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda McAdow 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 Linda McAdow on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Linda McAdow 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Linda McAdow for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Linda McAdow in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BARRY MC MULLIN ON 65TH BIRTHDAY.

[R2024-0013428]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barry McMullin 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 Barry McMullin on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Barry McMullin 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Barry McMullin 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 Barry McMullin in honor of his 65th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO CESAR QUIROGA ON 65TH BIRTHDAY.

[R2024-0013429]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cesar Quiroga 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 Cesar Quiroga on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Cesar Quiroga 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Cesar Quiroga 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 Cesar Quiroga in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGARITA RAMIREZ ON
70TH BIRTHDAY.

[R2024-0013449]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margarita 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 Margarita Ramirez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Margarita 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Margarita 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 Margarita Ramirez in honor of her 70th birthday as a token of our esteem and good wishes.

10/30/2024

AGREED CALENDAR

20225

CONGRATULATIONS EXTENDED TO ARCELIA RODRIGUEZ ON 65TH BIRTHDAY.

[R2024-0013426]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arcelia Rodriguez 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 Arcelia Rodriguez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Arcelia Rodriguez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Arcelia Rodriguez 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 Arcelia Rodriguez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO YOLANDA RODRIGUEZ ON 80TH BIRTHDAY.

[R2024-0013459]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yolanda Rodriguez 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 Yolanda Rodriguez on the occasion of this

momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Yolanda Rodriguez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Yolanda Rodriguez 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 Yolanda Rodriguez in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO AUCENCIO SANCHEZ, SR. ON 65TH BIRTHDAY.

[R2024-0013427]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Aucencio Sanchez, Sr. 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 Aucencio Sanchez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Aucencio Sanchez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Aucencio Sanchez 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 Aucencio Sanchez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA SANDOVAL DE GARCIA ON 75TH BIRTHDAY.

[R2024-0013455]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Sandoval De Garcia 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 Maria Sandoval De Garcia on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Maria Sandoval De Garcia 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Sandoval De Garcia 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 Maria Sandoval De Garcia in honor of her 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO ANGELA SMITH ON 65TH BIRTHDAY.
[R2024-0013425]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Angela Smith 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 Angela Smith on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Angela Smith 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Angela Smith 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 Angela Smith in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIE TINES ON 65TH BIRTHDAY.

[R2024-0013439]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Tines 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 Willie Tines on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Willie Tines 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Willie Tines 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 Willie Tines in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORJIO VELEZ, JR. ON 65TH BIRTHDAY.

[R2024-0013435]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lorjio Velez, Jr. 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 Lorjio Velez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lorjio Velez 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lorjio Velez 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 Lorjio Velez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSEPH WILLIAMS ON 70TH BIRTHDAY.
[R2024-0013446]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Williams 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 Joseph Williams on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Joseph Williams 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Joseph Williams 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 Joseph Williams in honor of his 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO MARCELINO ZABALA ON 70TH BIRTHDAY.
[R2024-0013448]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marcelino Zabala 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 Marcelino Zabala on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Marcelino Zabala 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Marcelino Zabala for his continued good health, happiness and success following this 70th birthday; now, therefore,

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 Marcelino Zabala in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSEPH ZAINELLI ON 70TH BIRTHDAY.

[R2024-0013447]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Zainelli 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 Joseph Zainelli on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Joseph Zainelli 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 30th of October 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Joseph Zainelli 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 Joseph Zainelli in honor of his 70th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO SHEILA EDMONDS ON 65TH BIRTHDAY.
[R2024-0013488]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sheila Edmonds on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Sheila Edmonds to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sheila Edmonds 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 30th day of October 2024, do hereby celebrate Sheila Edmonds' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sheila Edmonds as a token of our appreciation and blessed wishes.

Presented By

ALDERPERSON TABARES (23rd Ward):

CONGRATULATIONS EXTENDED TO JOE B. ALONZO ON RETIREMENT FROM CHICAGO DEPARTMENT OF TRANSPORTATION.

[R2024-0013368]

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Silvana Tabares, Alderperson of the 23rd Ward, that after 30 years of distinguished public service and as coordinating planner, Joe B. Alonzo (JB Alonzo) is retiring from the Chicago Department of Transportation; and

WHEREAS, JB Alonzo, through his dedication, has fulfilled the mission of keeping the transportation networks and public way safe for users so that its diverse residents, businesses and guests all enjoy a variety of quality transportation options, regardless of ability or destination; and

WHEREAS, Throughout his long and distinguished tenure, JB Alonzo upheld the department's vision to ensure that Chicago continued to be a vibrant international city, successfully competing in the global economy with a transportation system that provides high-quality service to residents, businesses and visitors -- a system that offers a solid foundation for the city, regional and national economies, and is sensitive to its communities and environment; and

WHEREAS, JB Alonzo devoted his career to public service and the City of Chicago in his various significant roles such as CDOT lead liaison to the Mayor's Universities Taskforce, CDOT commissioner's representative on the Illinois State Freight Advisory Committee, project manager on several City Industrial Corridor Transportation Studies and project lead for Intermodal Connectors Project; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our public servants and express our sincerest gratitude to Joe B. Alonzo for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of October 2024, do hereby congratulate Coordinating Planner Joe B. Alonzo on his retirement and thank him for his service to the people of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Coordinating Planner Joe B. Alonzo.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

RECOGNITION OF AND HONOR EXTENDED TO EDDIE WALKER FOR HEROISM.
[R2024-0013680]

WHEREAS, Eddie Walker is a twelve-year-old student that attends Cameron Elementary School; and

WHEREAS, Eddie resides in the Humboldt Park neighborhood where he walks every day on his way to school; and

WHEREAS, At around 8:00 A.M. on October 1, 2024, Eddie witnessed an accident occur right in front of him on the corner of West Division Street and North Lawndale Avenue, only a block away from his school, where a sports utility vehicle collided with a man riding on a moped; and

WHEREAS, Eddie quickly reacted and sprinted across the street to see if he could help; when he arrived at the scene, he saw his neighbor, Francisco Jaimes, laying on the ground and bleeding from his head; and

WHEREAS, Eddie administered first aid, took off his jacket and applied pressure to the wound; Eddie stated he learned these life-saving measures from his time with the anti-violence youth group, House of Hope Foundation; and

WHEREAS, Even though he was nervous and very scared during this ordeal, Eddie stayed with Francisco for more than eight minutes until the ambulance arrived to tend to Mr. Jaimes' wounds; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 30th day of October 2024, do hereby recognize and honor the heroism of Eddie Walker; and

Be It Further Resolved, That suitable copies of this resolution be presented to Eddie Walker to commemorate his heroic acts.

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

CONGRATULATIONS EXTENDED TO GAYLA BROCKMAN ON RETIREMENT FROM MICHAEL REESE HEALTH TRUST.

[R2024-0013390]

WHEREAS, Gayla Brockman, the esteemed president and CEO of the Michael Reese Health Trust, has retired after eight years of distinguished service to the foundation, the

residents of Chicago and all those whose lives have been touched by her leadership and dedication; and

WHEREAS, Gayla Brockman moved to Chicago in 2016 to assume her role at the Michael Reese Health Trust, where, through her vision and commitment, she transformed a private foundation into a public, compassionate institution focused on ensuring that everyday health is accessible to all; and

WHEREAS, Prior to her tenure in Chicago, Ms. Brockman served with distinction as the executive director of the Menorah Legacy Foundation in Kansas City, Missouri, where she led the foundation from 2003 to 2015; and

WHEREAS, Gayla Brockman cofounded the Kansas City Beans & Greens Program, now known as Double Up Food Bucks Kansas City, a vital initiative that makes fresh, locally grown food accessible and affordable to low-income residents, exemplifying her lifelong dedication to health equity and food justice; and

WHEREAS, Ms. Brockman's career began in Boston, where she made meaningful contributions to employee health at Boston's Beth Israel Deaconess Medical Center and at Tufts Health Plan, bringing with her a deep commitment to improving health outcomes; and

WHEREAS, Ms. Brockman holds a Bachelor of Arts degree from the University of Michigan and a Master of Science degree in health care administration from Simmons College in Boston, demonstrating her academic excellence and passion for health care leadership; and

WHEREAS, Ms. Brockman is beloved by her family, including her husband, daughter and golden retriever, Cooper, and is an avid practitioner of yoga, a runner and a tennis enthusiast; and

WHEREAS, Gayla Brockman's leadership at the Michael Reese Health Trust, her advocacy for health equity and her personal commitment to bettering the lives of Chicago's most vulnerable residents have left an indelible mark on the city and its future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 30th day of October 2024, do hereby express our deepest gratitude to Gayla Brockman for her years of service to the Michael Reese Health Trust and to the health and well-being of Chicago's citizens, and we extend our best wishes to her for a fulfilling and joyous retirement.

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 LOADING ZONES.

Aldersperson Hadden (49th Ward) presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

1607 -- 1609 West Howard Street (south side) from a point 30 feet -- 30-minute loading zone, use flashing lights -- no parking -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday (public benefit); and

[O2024-0013656]

7101 North Ridge Boulevard (east side) from a point 20 feet -- 30-minute loading zone, use flashing lights -- no parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (public benefit).

[O2024-0013657]

Referred -- AMENDMENT OF LOADING ZONES.

Aldersperson Ramirez-Rosa (35th Ward) presented proposed ordinances to amend previously passed ordinances which established loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Repeal ordinance passed March 13, 2013, *Journal of the Proceedings of the City Council of the City of Chicago*, page 48771, which reads: "3735 West Belmont Avenue -- 15-minute loading zone -- no parking/tow-away zone except vehicles using flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday" by striking the above;

[O2024-0013702]

Amend ordinance passed May 28, 2014, *Journal of the Proceedings of the City Council of the City of Chicago*, page 81929, which reads: "3015 North Central Park Avenue -- North Central Park Avenue (east side) from a point 20 feet west of North Elbridge Avenue to a point 20 feet west thereof -- at all times -- all days" by striking: "20 feet west" and inserting: "40 feet west" in lieu thereof; and

[O2024-0013701]

Amend ordinance passed September 12, 2012, *Journal of the Proceedings of the City Council of the City of Chicago*, page 33065, which reads: "North Elbridge Avenue (west side) from a point 30 feet east of North Central Park Avenue to a point 22 feet east thereof -- no parking, loading, tow-away zone" by striking: "22 feet east" and inserting: "40 feet east" in lieu thereof.

[O2024-0013703]

*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
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MITCHELL
(7th Ward)

South Bensley Avenue, at 10131 (Handicapped Parking Permit 13477);
[O2024-0013723]

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NEW BUSINESS PRESENTED BY ALDERPERSONS

20239

Aldersperson

Location And Permit Number

South Luella Avenue, at 7363 (Handicapped Parking Permit 134383);
[O2024-0013722]

QUINN
(13th Ward)

South Keeler Avenue, at 6136 (Handicapped Parking Permit 134619);
[O2024-0013718]

South Lamon Avenue, at 6448 (Handicapped Parking Permit 134618);
[O2024-0013719]

South Mason Avenue, at 6107 (Handicapped Parking Permit 134920);
[O2024-0013720]

South Nagle Avenue, at 5737 (Handicapped Parking Permit 134653);
[O2024-0013721]

South Natchez Avenue, at 5831 (Handicapped Parking
Permit 133648);
[O2024-0013716]

West 64th Place, at 5926 (Handicapped Parking Permit 134711);
[O2024-0013717]

MOORE
(17th Ward)

South Bishop Street, at 8004 (Handicapped Parking Permit 133701);
[O2024-0013417]

South Bishop Street, at 8056 (Handicapped Parking Permit 134505);
[O2024-0013606]

South Campbell Avenue, at 7118 (Handicapped Parking
Permit 131719);
[O2024-0013603]

South Green Street, at 7148 (Handicapped Parking Permit 133791);
[O2024-0013407]

South Laffin Street, at 7832 (Handicapped Parking Permit 134300);
[O2024-0013405]

Aldersperson

Location And Permit Number

South Marshfield Avenue, at 6836 (Handicapped Parking Permit 133606);
[O2024-0013415]

South Marshfield Avenue, at 7152 (Handicapped Parking Permit 130867);
[O2024-0013604]

South Marshfield Avenue, at 7535 (Handicapped Parking Permit 1334781);
[O2024-0013400]

South May Street, at 7525 (Handicapped Parking Permit 133633);
[O2024-0013414]

South Talman Avenue, at 7032 (Handicapped Parking Permit 134033);
[O2024-0013484]

South Wood Street, at 7534 (Handicapped Parking Permit 129596);
[O2024-0013618]

West 72nd Place, at 1307 (Handicapped Parking Permit 134598);
[O2024-0013605]

West 73rd Place, at 1511 (Handicapped Parking Permit 130463);
[O2024-0013418]

O'SHEA
(19th Ward)

South Artesian Avenue, at 11629 (handicapped permit parking);
[O2024-0013372]

MOSLEY
(21st Ward)

South Normal Avenue, at 10543 (Handicapped Parking Permit 129299);
[O2024-0013708]

South Union Avenue, at 8924 (Handicapped Parking Permit 125734);
[O2024-0013706]

South Union Avenue, at 9914 (Handicapped Parking Permit 133908);
[O2024-0013705]

10/30/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

20241

Aldersperson

Location And Permit Number

West 87th Street, at 645 (Handicapped Parking Permit 133856);
[O2024-0013707]

West 97th Street, at 1221 (Handicapped Parking Permit 125954);
[O2024-0013704]

SIGCHO-LOPEZ

(25th Ward)

West 17th Street, at 1849 (Handicapped Parking Permit 135537);
[O2024-0013544]

MITTS

(37th Ward)

West Concord Place, at 5166 (Handicapped Parking Permit 131675);
[O2024-0013541]

North Lorel Avenue, at 707 (Handicapped Parking Permit 134482);
[O2024-0013533]

HADDEN

(49th Ward)

North Wolcott Avenue, at 6912 (Handicapped Parking Permit 134282).
[O2024-0013602]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

Aldersperson Quinn (13th Ward) 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:

Amend ordinance which reads: "South Mayfield Avenue, at 6240 (Handicapped Parking Permit 79303)" by striking the above; and
[O2024-0013714]

Amend ordinance which reads: "South Tripp Avenue, at 6131 (Handicapped Parking Permit 90379)" by striking the above.
[O2024-0013715]

Referred -- REPEAL OF RESERVED DISABLED PARKING ON PORTION OF N. ASHLAND AVE.

[O2024-0013725]

Aldersperson Martin (47th Ward) presented a proposed ordinance to repeal an ordinance previously passed December 8, 2004, *Journal of the Proceedings of the City Council of the City of Chicago*, page 38980, which reads: "North Ashland Avenue (west side) from a point 16 feet south of West Leland Avenue, to a point 55 feet south thereof -- reserved for disabled parking" by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF 30-MINUTE STANDING ZONE ON PORTIONS OF S. KOMENSKY AVE.

[O2024-0013724]

Aldersperson Rodriguez (22nd Ward) presented a proposed ordinance to establish a 30-minute standing zone, requiring the use of flashing lights, on both sides of South Komensky Avenue, from 2600 to 2610 and from 2601 to 2611, to be in effect from 9:00 A.M. to 5:00 P.M. Mondays through Fridays, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
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SIGCHO-LOPEZ
(25th Ward)

South Leavitt Street (west side) between West Cullerton Street and West 21st Street (2000 -- 2024 South Leavitt Street) -- residential permit parking zone -- at all times -- all days;

[O2024-0013471]

SILVERSTEIN
(50th Ward)

2922 West Chase Avenue -- Residential Permit Parking Zone 5050 -- at all times -- all days.

[O2024-0013409]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented ordinances and orders directing the Commissioner of Transportation to give consideration to the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Type Of Sign
QUINN (13 th Ward)	West 55 th Street and South Kildare Avenue -- "All-Way Stop"; [Or2024-0013710]
	West 55 th Street and South Merrimac Avenue -- "All-Way Stop"; [Or2024-0013713]
	West 57 th Place and South Keeler Avenue -- "Stop"; [Or2024-0013711]
	West 58 th Place and South Keeler Avenue -- "Stop"; [Or2024-0013712]
	West 63 rd Street and South Neenah Avenue -- "All-Way Stop"; [Or2024-0013709]
SCOTT (24 th Ward)	West 23 rd Street and South California Avenue -- "Stop"; [O2024-0013729]
CARDONA (31 st Ward)	North Laramie Avenue and West School Street -- "All-Way Stop"; [Or2024-0013728]
SILVERSTEIN (50 th Ward)	West Birchwood Avenue and North Rockwell Street -- "All-Way Stop". [O2024-0013393]

2. ZONING ORDINANCE AMENDMENTS.

None.

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 ROBINSON (4th Ward):

Referred -- FEE WAIVER FOR ALL PERMITS RELATED TO METROPOLITAN PIER AND EXPOSITION AUTHORITY RENOVATION OF HYATT REGENCY MC CORMICK PLACE.

[O2024-0013684]

A proposed ordinance authorizing that all building permit fees incurred after November 21, 2024 to be paid by Metropolitan Pier and Exposition Authority (MPEA) related to the renovation of the Hyatt Regency McCormick Place (located at 2233 South Dr. Martin Luther King, Jr. Drive) be waived, in full, by the appropriate City departments, except any monies owed by the City to any third party for any service provided to the City; and requiring as a condition to the waiver that the said building be used exclusively to carry out MPEA's statutory and corporate purposes; that all work be done in accordance with submitted plans; that all required permits and licenses be obtained; and that said building and all appurtenances thereto be constructed and maintained in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 4439 W. 63RD ST.

Three proposed orders for the issuance of permits to install signs/signboards at 4439 West 63rd Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard 64 total square feet (north elevation); [Or2024-0013698]

one sign/signboard 64 total square feet (west elevation); and [Or2024-0013697]

one sign/signboard 69.36 total square feet. [Or2024-0013696]

Presented By

ALDERPERSON GUTIÉRREZ (14th Ward):

Referred -- EXEMPTION OF CITY FOOD EQUIPMENT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013732]

A proposed ordinance to exempt City Food Equipment from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4901 South 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*.

Presented By

ALDERPERSON MOSLEY (21st Ward):

Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING IN 21ST WARD.

[O2024-0013694]

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, at any time, within the boundaries of the 21st Ward as described in Section 2-8-510 of the Municipal Code of Chicago, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

Referred -- AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE CONCERNING PARKING METERS ON PORTIONS OF S. KOMENSKY AVE. AND S. KARLOV AVE.

[O2024-0013688]

A proposed ordinance to amend Title 9, Chapter 64, Section 206 of the Municipal Code of Chicago by repealing the parking meters on the east and west sides of 2600 -- 2610 and 2601 -- 2611 South Komensky Avenue; and by installing parking meters on the east and west sides of 2558 -- 2546 and 2559 -- 2547 South Karlov Avenue, to be in effect from 9:00 A.M. to 6:00 P.M., Monday through Saturday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Presented By

ALDERPERSON SCOTT (24th Ward):

Referred -- EXEMPTION OF WORK OF THE HANDS MINISTRIES FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013731]

A proposed ordinance to exempt Work of the Hands Ministries from the physical barrier requirement pertaining to alley accessibility for the parking facilities for

10/30/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

20247

1314 -- 1316 South Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- EXEMPTION OF SKY AUTO STUDIO FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013392]

A proposed ordinance to exempt Sky Auto Studio from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2425 West Hubbard Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

Referred -- AMENDMENT OF SECTION 8-4-270 OF MUNICIPAL CODE PROHIBITING POSTING OF ANY NOTICE OR ADVERTISEMENT UPON ANY GARAGE.

[O2024-0013685]

A proposed ordinance to amend Title 8, Chapter 4, Section 270 of the Municipal Code of Chicago to prohibit the posting, sticking, stamping, tacking, painting, or affixing upon any garage, any notice, placard, bill, handbill, sign, poster, card advertisement or other device to attract the attention of the public; to presume that any person, business, or entity advertised in the promoted device is the person who violated the prohibition; and further, to require any person who violates the prohibition to be liable for the costs of repair for any damage and any and all claims arising out of the violation, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- AMENDMENT OF SECTION 17-13-1003-M OF MUNICIPAL CODE ALLOWING SHARED HOUSING UNITS IN NONCONFORMING OWNER-OCCUPIED DWELLING UNITS IN MANUFACTURING DISTRICTS.

[O2024-0013531]

A proposed ordinance to amend Title 17, Chapter 13, Section 1003-M of the Municipal Code of Chicago to allow the zoning administrator to approve an administrative adjustment for the establishment of shared housing units in nonconforming dwellings units in manufacturing districts without requiring previous posting of said unit, so long as the unit is in an owner-occupied premises, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1030 W. NORTH AVE.

[Or2024-0013691]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1030 West North Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON NUGENT (39th Ward):

Referred -- EXEMPTION OF LUX TIRES & LUBE CENTER, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013658]

A proposed ordinance to exempt Lux Tires & Lube Center from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4230 North Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE BY MODIFYING CHAPTERS 4-13 AND 4-14 REGARDING SHORT-TERM, SHARED HOUSING AND VACATION RENTAL REGULATIONS, FEES AND PROHIBITIONS.

[O2024-0013637]

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by modifying various sections of Chapter 4-13 to require that all mandatory descriptive information be available on any listing or advertisement and making it unlawful to process any booking on any listing that does not have such information; and to direct the Commissioner of Business Affairs and Consumer Protection to maintain a publicly accessible map and database of all short-term rentals listed with the Department of Business Affairs and Consumer Protection that shall include the address, license or registration number, contact information, maximum applicable occupancy, and commissioner's adjustment, if applicable, of each short term residential rental; and further, by modifying various sections of Chapter 4-14 to require evidence of Cook County homeowner exemption if the dwelling unit is the host's primary residence; to require the total pricing of a booking to include all fees or charges and the maximum occupancy to be made available on the listing; and to require each shared house to have posted conspicuously, near the exterior entrance of the building of the unit the local person's contact information, the Department registration number, and an evacuation diagram, which was *Referred to the Committee on License and Consumer Protection*.

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Referred -- AMENDMENT OF CHAPTER 7-38 OF MUNICIPAL CODE BY REPLACING IN ITS ENTIRETY SECTION 7-38-110 REGARDING MOBILE FOOD VENDOR PROHIBITED LOCATIONS AND EQUIPMENT.

[O2024-0013668]

Also, a proposed ordinance to amend Title 7, Chapter 38 of the Municipal Code of Chicago by replacing the entirety of Section 7-38-110 to prohibit any mobile food vendor from dispensing or preparing any food within a temporary structure or from a fixed location on the public way; to prohibit any mobile food vendor from using propane, natural gas, or other combustible fuel to prepare or dispense food from a non-motorized vehicle, cart, or temporary structure; and to establish penalties for violations including license suspension and/or removal of violating equipment at owner's expense, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON GARDINER (45th Ward):

Referred -- EXEMPTION OF GLORIA ALVAREZ, DBA LITTLE CREATIVE MINDS HIGGINS, FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013548]

A proposed ordinance to exempt Gloria Alvarez, doing business as Little Creative Minds Higgins, from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5956 West Higgins Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- EXEMPTION OF CITY-OWNED PARCELS AT 4666 -- 4670 N. LINCOLN AVE. AND 2315 -- 2319 W. LELAND AVE. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013727]

A proposed ordinance to exempt City-owned parcels from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4666 -- 4670 North Lincoln Avenue and 2315 -- 2319 West Leland Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON HADDEN (49th Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

[O2024-0013601]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the City Council Committee on Environmental Protection and Energy 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 -- TRANSFER OF YEAR 2024 FUNDS WITHIN 49TH WARD ALDERMANIC EXPENSE ACCOUNT.

[O2024-0013600]

Also, a proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 49th 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 -- EXEMPTION OF S&C ELECTRIC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0013638]

Also, a proposed ordinance to exempt S&C Electric from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1931 West Pratt Boulevard, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 50.2 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. KEDZIE AVE.

[O2024-0013693]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 50.2 which restricted the issuance of additional package goods licenses on North Kedzie Avenue, from West Granville Avenue to West Devon Avenue, which was *Referred to the Committee on License and Consumer Protection.*

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (October 9, 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, October 9, 2024 at 10:00 A.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance or recognized by the City Council:

members of the executive branch: Cristina Pacione-Zayas, Chief of Staff; John Roberson, Chief Operating Officer; Jason Lee, Senior Advisor; Kennedy Bartley,

Chief External Affairs Officer; Garien Gatewood, Deputy Mayor of Community Safety; Lori Lypson, Deputy Mayor of Infrastructure and Services; Beatriz Ponce de León, Deputy Mayor of Mayor's Office of Immigrant, Migrant and Refugee Rights; Scheagbe Mayumi "Umi" Grigsby, Chief of Mayor's Office of Policy; Carla Kupe, Chief Equity Officer of Mayor's Office of Equity and Racial Justice; Sara Mathers, First Deputy of Community Engagement; Kenya Merritt, Deputy Mayor of Business and Neighborhood Development; Annette Guzman, Budget Director, Mayor's Office of Budget and Management; Jill Jaworski, Chief Financial Officer; Chasse Rehwinkel, Comptroller; Jonathan Ernst, First Deputy Budget Director, Mayor's Office of Budget and Management; Noor Shaikh, Deputy Comptroller;

guests in support of resolution designating City of Chicago as a Purple Heart City: James "Jim" Balcer, former Alderperson of the 11th Ward; Eldridge Johnson; Charlotte Johnson; Charles Lynn Lowder; Eden Puente; Barry Wright; James Terry Blue; Kevin Barszcz, Director of the Mayor's Office of Veterans Affairs; Mark Stroud; Richard "Rick" Luemen; Maureen Luemen, wife of Richard "Rick" Luemen; Thomas Lozada; Irma Cornier, daughter of Thomas Lozada;

guests of Alderperson Harris attending for proclamation of October 2024 as Breast Cancer Awareness Month in City of Chicago: Mable Wayne; Mary Smith; Yolanda Godwin;

guests of Alderperson Hadden attending for proclamation of December 2024 as HIV/AIDS Awareness Month in City of Chicago: Reverend Charles Straight, Senior Pastor of Faith United Methodist Church; Dr. Keith Green, Executive Director of Chicago Black Gay Men's Caucus.

Rules Suspended -- TIME FIXED FOR PUBLIC HEARING ON EXECUTIVE BUDGET FOR YEAR 2025.

[R2024-0013547]

Alderperson Ervin moved to introduce the following proposed resolution:

WHEREAS, Mayor Brandon Johnson on October 30, 2024, submitted to the City Council the Executive Budget of the City of Chicago for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, It is provided by law that at least one public hearing shall be held by the corporate authorities on the budget document not less than one week after publication thereof in such manner as the corporate authorities may determine, and prior to final action thereon; and

WHEREAS, It is further provided by law that notice of such hearing shall be given by publication in a newspaper having general circulation in the City of Chicago not less than one week prior to the time of such hearing; now, therefore,

Be It Resolved, That the budget document for the fiscal year beginning January 1, 2025, and ending December 31, 2025, as submitted by the Mayor to the City Council, be published in pamphlet form and made available for public inspection in the Office of the City Clerk no later than November 4, 2024; and

Be It Further Resolved, That the public hearing on said budget document be held by the City Council at 11:30 A.M. on December 2, 2024, in the City Council Chamber in City Hall; and the City Clerk is hereby directed to cause a notice of such hearing to be published in a newspaper having general circulation in the City of Chicago at least one week prior to the time of such public hearing.

Aldersperson Ervin moved to *Suspend the Rules Temporarily* for immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Aldersperson Ervin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Time Fixed For Next Succeeding Regular Meeting.

[O2024-0013739]

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 Monday, December 2, 2024, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

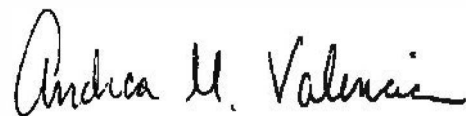
At this point in the proceeding, Alderperson Harris rose and informed the City Council of the retirement of Assistant Sergeant-At-Arms Leevater Purnell and conveyed her heartfelt appreciation for his dedicated service. Alderperson Harris then asked leave of the body to allow Alderperson Sposato the opportunity to address the assembly. Hearing no objection, leave was granted.

Alderperson Sposato expressed his appreciation to Mr. Purnell for assisting and supporting the members of the City Council during his tenure as Assistant Sergeant-At-Arms and for his positive and uplifting demeanor.

The members of the City Council and assembled guests then rose and joined together in applause.

Adjournment.

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, December 2, 2024, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
City Clerk.