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COPY



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

Regular Meeting -- Wednesday, July 17, 2024

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, July 17, 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, July 17, 2024 at 10:24 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, Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 38.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Robinson, Gutiérrez, Taylor, Burnett and Clay submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, the members physically present in the Chamber accepted by unanimous viva voce vote, the request by Alderpersons Robinson, Gutierrez, Taylor, Burnett and Clay to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 43 persons.

Pledge Of Allegiance.

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

Invocation.

Duston Moore, Senior Pastor of Ravenswood Baptist Church, 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:

Jodie Whitaker

Lorraine

Seamus O'Sullivan

Theresa "TJ" Hughes

Tom Quinn

Gabrielle Miller

Hattie Knazze

Kelvin Densellen

Lupita Delgado

August

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

Christian Cubano

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

Iilir Sulejmani

Ken Gollon

Marc Raifman

Monica Dillon
Karen Elger
Howard Ehrman
Lisa Wiederkehr
Sustainable Englewood Initiatives

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE COOK COUNTY COMMISSIONER OF SECOND DISTRICT, DR. DENNIS DEER.

[R2024-0010954]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Robinson, Chico, Rodríguez, Coleman, Fuentes, Hall, Sposato, Dowell, Gardiner, Napolitano, Lopez, Rodríguez-Sánchez, Sigcho-Lopez, Manaa-Hoppenworth, Silverstein, Ramirez-Rosa, Mitts, Moore, Taliaferro, Taylor, Gutiérrez, Cardona, Yancy, Hopkins, Martin, Ramirez, Hadden, Ervin, O'Shea, La Spata, Lawson, Conway, Nugent, Vasquez, Villegas and City Clerk Valencia, a memorial resolution honoring Commissioner Dr. Dennis Deer.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In recognition of his public service and leadership, the Mayor and members of this chamber wish today to acknowledge the legacy of the Honorable Dr. Dennis Deer, Cook County Commissioner of the Second District, which he proudly represented from 2017 until his passing on June 23, 2024; and

WHEREAS, Born in 1972 on Chicago's West Side, Dr. Deer was raised in North Lawndale and remained an engaged resident in the community since returning to Chicago after finishing his university studies; and

WHEREAS, After graduating from Jackson State University, where he earned a bachelors in elementary special education and a masters in rehabilitation psychology, Dr. Deer later went on to earn his doctorate in Christian Psychology at Agape Theological Institute; and

WHEREAS, Dr. Deer's passion for the community became evident more than 20 years ago when he returned to North Lawndale and founded Deer Rehabilitation Services, becoming one of the most well-regarded providers of services for ex-offenders; and

WHEREAS, Throughout his impressive career, Dr. Deer earned certifications as a certified rehabilitation counselor, licensed clinical professional counselor, clinically certified forensic counselor, certified corrective thinking therapist, Illinois law enforcement standards and training board certified instructor, and cognitive restructuring national trainer; and

WHEREAS, A dedicated community servant, Dr. Deer worked extensively on issues of job training, re-entry, economic development, affordable housing, and healthcare; and

WHEREAS, Dr. Deer served on several nonprofit and community boards, including North Lawndale Community Coordinating Council, which he co-founded; Strategic Human Services; the Illinois Department of Human Services Domestic Violence Advisory Council; the Illinois Coalition Against Domestic Violence; and

WHEREAS, As Commissioner, Dr. Deer served as chair of the Health and Hospitals Committee and vice-chair of the Cook County Forest Preserve Finance Committee; and

WHEREAS, Outside of his work as a commissioner, Dr. Deer served as vice president of Organizational Health and Management with Lawndale Christian Legal Center; and

WHEREAS, Dr. Deer helped to transform the lives of individuals and families who stopped believing in themselves or were counted out by society, acting as a servant-leader, dedicated to his community and collaboration for impactful change; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 17th day of July 2024, do hereby commemorate the tremendous public service and community work of the Honorable Dr. Dennis Deer; acknowledge his

lifechanging impact on the many lives he touched through his work; and express our heartfelt condolences and gratitude to his family and loved ones for sharing his life with the residents of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Dr. Dennis Deer as a sign of our appreciation and esteem for his contributions, and as an expression of our deepest sympathy.

On motion of Alderperson Mitchell, seconded by Alderpersons Moore, Curtis, La Spata, Scott, Ervin, Sigcho-Lopez, Mitts, Burnett, Coleman, Dowell, Rodríguez, Taliferro, Chico and Lee, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in honoring the life and legacy of the late Honorable Dr. Dennis Deer. Expressing his condolences and appreciation to the Deer family, Mayor Johnson reflected on Dr. Deer's distinguished career in public service as a Cook County Commissioner of the Second District and his fierce advocacy for working Chicagoans and for communities and neighborhoods that were often overlooked and underserved. Commissioner Deer lived each day in service to others and the incredible contributions he has made to society have left an indelible mark on our city and a legacy for generations to come. Reflecting on the words of Booker T. Washington from the book "Up From Slavery" where he speaks of "the difference between a white boy and a Black boy is that a white boy knows his legacy where a Black boy may not", Mayor Johnson praised Commissioner Deer for a life filled with service, advocacy and uplift and stated that "You are fulfilling the hopes and aspirations of our ancestors because you know your legacy. And now it is your responsibility to live it out."

At this point in the proceedings, Mayor Johnson recognized and asked leave of the body to grant the privilege of the floor to allow Barbara Deer, widow of Commissioner Dennis Deer, to address the City Council. Hearing no objections, the privilege of the floor was granted.

Speaking from the Commissioners' gallery, Mrs. Deer thanked Mayor Johnson and the members of the City Council for honoring her late husband and fondly recalled how they first met 34 years ago as high school sweethearts, attended college together, were married, and became the proud as parents to twin sons, Kaleb and Kanaan, and daughter, Trinity. Mrs. Deer also spoke of the respect they shared as a couple and family, the open communication they fostered in all aspects of their lives and their abiding commitment to "put God first" which she credited as the catalyst for success in both their personal and professional lives. Reflecting on the many legislative initiatives and accomplishments credited to her late husband including his advocacy for mental health awareness, the celebration of Juneteenth and the passage of the Second Chance Act, Mrs. Deer spoke of her husband's dedication to public service and helping to make a positive difference by expanding opportunities and improving the quality of life for all residents. Mrs. Deer then thanked Mayor Johnson and the members of the City Council for recognizing and celebrating the life and legacy of her late husband Dr. Dennis Deer and conveyed that "I'm walking and our family is walking in God's comfort".

Mayor Johnson then left the Mayor's rostrum and strode to the Commissioners' gallery where he conveyed his personal condolences to the family of the late Dr. Dennis Deer.

Rules Suspended -- TRIBUTE TO LATE LUCIA E. GUTIERREZ, MICAELA IBARRA AND REVEREND WALTER "SLIM" COLEMAN.

[R2024-0010951]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Sigcho-Lopez, Robinson, Chico, Rodríguez, Coleman, Fuentes, Hall, Sposato, Dowell, Gardiner, Napolitano, Rodríguez-Sánchez, Manaa-Hoppenworth, Silverstein, Ramirez-Rosa, Mitts, Moore, Taliaferro, Taylor, Gutiérrez, Cardona, Yancy, Hopkins, Martin, Ramirez, Hadden, Ervin, O'Shea, Lawson, Conway, Vasquez, Nugent and City Clerk Valencia, a resolution honoring three individuals from the 25th Ward.

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 City of Chicago mourns the loss of Lucia E. Gutierrez, Micaela Ibarra, and Reverend Walter "Slim" Coleman, all passing in the Spring of 2024, and revered as long-time community leaders and pillars of the Pilsen and 25th Ward communities; and

WHEREAS, Lucia Gutierrez, known to many as Lucy, was a longtime resident of the Pilsen neighborhood and made history by being appointed the first Mexican American Committeewoman for the old 1st Ward in the mid-1970s; and

WHEREAS, Lucy was known as an avid community activist, fighting tirelessly alongside her late "Comadres", who together were instrumental in acquiring the El Hogar del Niño daycare center, the Rudy Lozano Library, the Benito Juarez High School, and the Lower West Side Health Center; and

WHEREAS, Micaela Ibarra, referred to as "la Abuelita de Pilsen" (the grandmother of Pilsen), found her purpose through her work at St. Procopius Church. A native of Michoacan, Mexico, her faith and love for the community fueled her to volunteer at St. Procopius, where she helped run the soup kitchen, pantry and clothing donations for many years; and

WHEREAS, After decades of service at St. Procopius, "Miquita" was featured in a prominent mural that recognized her dedication and contribution to serving the community. "Miquita" leaves a legacy of love and leadership, setting an example and inspiring the next generations. The "Abuelita de Pilsen" will always be remembered in the community; and

WHEREAS, Reverend Walter "Slim" Coleman, renowned activist and community organizer, started his journey in Chicago advocating for the civil rights and anti-war movements in the 1960s. His work moved thousands of people to the polls and helped garner the votes needed to elect Chicago's first Black mayor, Harold Washington, in 1983; and

WHEREAS, "Slim" and his wife, Reverend Emma Lozano, later moved to Pilsen where they spent many years as the spiritual leaders at Lincoln United Methodist Church. Pilsen, a community of immigrants, witnessed Reverend Coleman's leadership in demanding full humanity for our undocumented community members; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 17th day of July 2024, do hereby mourn the loss of Lucia E. Gutierrez, Micaela Ibarra and Reverend Walter "Slim" Coleman, and honor and celebrate their lives and legacies of community activism, civic engagement, and service for the public good; and

Be It Further Resolved, That suitable copies of this resolution be presented to the families of Lucia E. Gutierrez, Micaela Ibarra, and Reverend Walter "Slim" Coleman, as a sign of our appreciation and esteem for their contributions to their community, and as an expression of our deepest sympathy.

On motion of Alderperson Harris, seconded by Alderpersons Sigcho-Lopez and Rodríguez, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in honoring the lives and legacy of Lucia E. Gutierrez, Micaela Ibarra and Reverend Walter "Slim" Coleman. Recognizing the impact that community leaders have not just locally but citywide, Mayor Johnson recognized these "pillars" of the community for making our neighborhoods unique and vibrant and capturing the "soul of Chicago". "These leaders exemplify the strength of our city", the Mayor proclaimed, and we are all grateful for their tireless dedication and contributions to serving their communities. As volunteers, activists, community organizers, spiritual and political leaders, Lucia E. Gutierrez, Micaela Ibarra and Reverend Walter "Slim" Coleman have been outspoken advocates and facilitators for uplifting and empowering their communities and whether fighting for quality childcare, educational opportunities and social justice or helping to organize and set up soup kitchens, pantries, clothing donations, daycare and healthcare centers, these remarkable leaders embody "the most powerful spirit on earth and that's the spirit of love", the Mayor stated. True justice calls for "active organizing and love for people", the Mayor continued and declared that these three "pillars" of their community lived their lives filled with service and their indelible contributions will be remembered for generations to come. Mayor Johnson then left the mayor's rostrum and strode to the Commissioners' gallery where he conveyed his personal condolences and the condolences of the people of Chicago to the families of Lucia E. Gutierrez, Micaela Ibarra and Reverend Walter "Slim" Coleman.

Rules Suspended -- CONGRATULATIONS EXTENDED TO COMMISSIONER KENNETH J. MEYER ON RETIREMENT.

[R2024-0010952]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Robinson, Chico, Rodríguez, Coleman, Fuentes, Hall, Sposato, Dowell, Gardiner, Napolitano, Lopez, Rodríguez-Sánchez, Sigcho-Lopez, Manaa-Hoppenworth, Silverstein, Ramirez-Rosa, Mitts, Moore, Taliaferro, Taylor, Gutiérrez, Cardona, Yancy, Hopkins, Martin, Ramirez, Hadden, Ervin, O'Shea, Lawson, Conway, Nugent, Vasquez, Villegas and City Clerk Valencia, a resolution honoring Commissioner Kenneth J. Meyer.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In recognition of his leadership and appreciation of his tireless efforts to improve the City of Chicago through his work with numerous departments of City government, including the former Department of General Services, the Office of the Mayor, the Department of Buildings, and, most recently, as the Commissioner of the Department of Business Affairs and Consumer Protection, the members of this chamber are pleased to congratulate Kenneth J. Meyer, on the occasion of his retirement in June 2024; and

WHEREAS, Kenneth Meyer started his career with the City of Chicago in 1994 as assistant to the Commissioner, public information officer at the former Department of General Services, before working in the Office of the Mayor from 1998 to 2011, where he coordinated intergovernmental affairs with the Chicago City Council, the Illinois General Assembly, and the United States Congress; and

WHEREAS, Mr. Meyer served as the chief of staff for the Chicago Department of Buildings from 2011 -- 2016, where he improved resident safety by managing the implementation of new initiatives such as Electronic Plan Review to reduce the number of days to issue a

building permit and coordinating outreach to property management companies to assist high-rises to comply with the Life Safety Evaluation Ordinance; and

WHEREAS, In 2016, Mr. Meyer began his tenure with the City's Department of Business Affairs and Consumer Protection (BACP) where, initially as first deputy commissioner, he directed day-to-day operations, spearheaded cross-departmental projects, managed department budgeting and financial forecasting, and developed human resource operating procedures and policies; and

WHEREAS, Other BACP initiatives Mr. Meyer spearheaded include enhancing public engagement and outreach during the COVID-19 pandemic, rolling out \$120 Million in business financial relief programs, developing regulatory solutions for emerging economies, and establishing the Office of Labor Standards; and

WHEREAS, Since his appointment as the Commissioner of Business Affairs and Consumer Protection and confirmation by the Chicago City Council on December 15, 2021, Mr. Meyer has worked tirelessly on behalf of the people of Chicago; and

WHEREAS, Mr. Meyer is a proven leader, policy advocate, and community organizer with a proven track record of fostering business growth, entrepreneurship, and a fair marketplace for consumers and workers; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 17th day of July 2024, do hereby congratulate Kenneth J. Meyer on the occasion of his retirement; express to him our heartfelt gratitude for his exemplary service to the City of Chicago and to the residents of our great City; and extend to him our best wishes for continued health, happiness, prosperity, and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kenneth J. Meyer as a sign of our appreciation and esteem.

On motion of Alderperson Mitchell, seconded by Alderpersons Nugent, Lee, Lawson, Mitts, Moore, Silverstein, Waguespack, Coleman, Burnett, Knudsen, Vasquez, Ervin, Sposato, Rodríguez, Napolitano, Gardiner, Hadden, Reilly, Beale, Curtis, Fuentes, Dowell, O'Shea and Mosley, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in congratulating Commissioner Ken Meyer on his retirement and expressing his appreciation for 30 years of leadership, dedication, and hard work. Commissioner Meyer's commitment to Chicago is evidenced through his service in the Department of Buildings, the Mayor's Office, and most recently with the Department of Business Affairs and Consumer Protection where he endlessly supported and empowered local businesses to thrive, the Mayor stated, and contributed to Chicago being one of the most pro-worker cities in the nation. Speaking on behalf of all Chicagoans, Mayor Johnson expressed his gratitude to Commissioner Meyer for his strong and steady leadership in navigating the difficult challenges arising from the COVID-19 pandemic including the adept administration of business relief programs and assistance. Mayor Johnson also commended Commissioner Meyer for overseeing the recently passed progressive and historic pro-worker policies such as One Fair Wage, the new minimum wage, and Chicago's new Paid Time Off policy. Commissioner Meyer's dedication, leadership and advocacy has helped make Chicago a prosperous and thriving city for businesses, workers, and consumers, the Mayor stated, and we are forever thankful for his incredible service to our City. Mayor Johnson then invited Commissioner Ken Meyer to the mayor's rostrum where he expressed his personal appreciation and best wishes.

Rules Suspended -- RECOGNITION OF NASCAR FOR ITS COMMUNITY OUTREACH CONTRIBUTIONS TO CITY OF CHICAGO.

[R2024-0010953]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Dowell, Robinson, Chico, Rodríguez, Coleman, Fuentes, Hall, Sposato, Gardiner, Napolitano, Sigcho-Lopez, Manaa-Hoppenworth, Silverstein, Ramirez-Rosa, Mitts, Moore, Taliaferro, Taylor, Gutiérrez, Cardona, Yancy, Hopkins, Ramirez, Ervin, O'Shea, Conway, Nugent, Quinn, Villegas and City Clerk Valencia, a resolution recognizing NASCAR's Community Outreach Contributions in Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On November 9, 2022, NASCAR opened an office in Downtown Chicago with a full-time team that has grown to nearly two dozen NASCAR veterans and new team members from the Chicago community, demonstrating its desire to be a strong local partner year-round throughout the City; and

WHEREAS, NASCAR Chicago has participated in over 150 community events throughout Chicagoland; and

WHEREAS, NASCAR Chicago has hosted a NASCAR Diversity Supplier Summit in Chicago in partnership with the Business Leadership Council, Chicago Minority Supplier Development Council, Choose Chicago, and the Illinois Hispanic Chamber of Commerce to engage with minority businesses within the City; and

WHEREAS, NASCAR Chicago has donated over \$600,000 to local charitable events and organizations, including over \$200,000 raised through The NASCAR Foundation Celebrity Golf Tournament benefitting Special Olympics Illinois, \$100,000 to YWCA Metropolitan Chicago during the "Gear Up for Good" race week event and \$155,000 to nine Chicago-area hospitals; and

WHEREAS, NASCAR Chicago and Blue Cross Blue Shield of Illinois partnered to donate over \$200,000 to local community organizations, which have included local organizations focused on mental health, men's health, and Thanksgiving Turkey donations; and

WHEREAS, NASCAR Chicago has partnered with Chicago Public Schools (CPS) to inspire youth throughout the City by: (1) developing a NASCAR-themed STEAM curriculum reaching more than 22,000 students in the City; (2) hosting STEAM Fest, an event that brought more than 1,100 students from 47 STEM and STEAM schools to the Field Museum for a unique motorsports-themed educational program; (3) developing a new NASCAR Force and Motion Curriculum in 2024, reaching an additional 17,000 eighth grade CPS students; (4) creating "Drive for Success", a program which provides CPS students with the opportunity to earn two tickets to the NASCAR Chicago Street Race as an incentive for academic performance, attendance, and behavior, thereby reflecting NASCAR's core

values of authentic, courageous, drive, inclusive, and stewarding; and (5) donating 200 bikes and helmets across eight CPS Elementary Schools in partnership with All Kids Bike; and

WHEREAS, NASCAR hosted Daniel's Amigos at Harrison Park in 2024 and Bubba's Block Party at Washington Park in 2023 and Douglass Park in 2024, two neighborhood community initiatives that bring NASCAR into the local Black and Hispanic communities to drive awareness, access, and engagement to the sport while generating excitement around the race weekend; and

WHEREAS, NASCAR Chicago donations to the Chicago Park District (the Park District) have: (1) supported 10 teen centers in securing new esports equipment; (2) sponsored the Park District's Go Skate Day in Grant Park; and (3) sponsored 220 Chicago youth to be able to attend the Park District's Summer Camp; and

WHEREAS, NASCAR Chicago has partnered with 11 Boys & Girls Clubhouses and YMCA locations in the Chicagoland area, which has included developing a NASCAR Street Course design competition for youth, donating two full-size race simulators, and hosting Career Panels and Pit Stops programs; and

WHEREAS, NASCAR Chicago has built partnerships with local colleges, including the City Colleges of Chicago, DePaul University, Loyola University, and Columbia College, to develop programs for college students to get hands-on professional experience; and

WHEREAS, NASCAR Chicago partnered with After School Matters to commission a 200-foot mural and two merchandise pieces produced by 12 local Chicago teens in 2023 as well as a 200-foot banner displayed at the 2024 Chicago Street Race; and

WHEREAS, NASCAR Chicago partnered with two sculpture artists from Chicago to create the two trophies awarded to the two Chicago Street Race winners; and

WHEREAS, NASCAR Chicago has established partnerships with Chicago's world-class cultural institutions, including with the Field Museum, Art Institute of Chicago, Chicago History Museum, DuSable Black History Museum, Museum of Science and Industry, Navy Pier, Grant Park Music Festival, and Adler Planetarium, to help promote tourism to the City and showcase the community's rich cultural history; and

WHEREAS, NASCAR Chicago donated 5,000 NASCAR toys to children of New Arrival families during the 2023 holiday season; and

WHEREAS, NASCAR Chicago has partnered with Chicago Animal Care and Control to support pet adoptions within the City; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 17th day of July 2024, do hereby recognize NASCAR for its efforts to support programs and initiatives that have created meaningful economic and cultural opportunities

and contributed to and enhanced the quality of life for so many Chicagoans across the City;
and

Be It Further Resolved, That a suitable copy of this resolution be presented to Julie Giese, President of NASCAR Chicago Street Race, in recognition of NASCAR Chicago's commitment to supporting community initiatives across the City of Chicago.

On motion of Alderperson Mitchell, seconded by Alderpersons Tabares, Villegas, Scott, Dowell, Hopkins, Hall, Harris, Chico, Ervin, Robinson, Reilly and O'Shea, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commending NASCAR Chicago for their commitment to and investment in the City of Chicago. NASCAR Chicago Street Race also contributes to the story of Chicago as a sports town, the Mayor stated, and provides our city with an incredible opportunity to showcase our beauty. This event provides an important opportunity for our local businesses, commercial corridors, and the hospitality industry who are revitalized by the presence of NASCAR and its fans, the Mayor continued, and helps uplift the people and neighborhoods of Chicago. NASCAR Chicago has participated in over 150 community events, the Mayor stated, and partnered with the City's sister agencies and departments including the Chicago Public Schools, local colleges, and youth-serving organizations to support and encourage our young people's education and with Chicago Animal Care and Control to support pet adoptions. NASCAR has also contributed to Chicago communities and residents throughout the planning and hosting of this historic street race, the Mayor stated, and expressed his gratitude for their partnership and positive impact on our city. Mayor Johnson then invited Julie Giese, President of NASCAR Street Race to the mayor's rostrum where he again expressed his appreciation to NASCAR Chicago.

At this point in the proceedings, Alderperson Harris recognized and congratulated Torian "TC" Cox for his service as Assistant Sergeant-at-Arms and extended her best wishes as he begins a new chapter as a member of the Chicago Fire Department. Alderpersons Hopkins,

Napolitano, Gardiner, Hall, Curtis and Sposato also rose and expressed their gratitude and congratulations and joined together with fellow members of the City Council and assembled guests in a rousing round of applause.

At this point in the proceedings, Alderperson Hopkins rose to inform the City Council of the passing of Ann Lurie and noted that a resolution was submitted for consideration on the Agreed Calendar.

The Honorable Brandon Johnson, Mayor, then requested that the members of the City Council and assembled guests rise and observe a moment of silence.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- REAPPOINTMENT OF ALEX J. ALEMIS AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2024-0011025]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Alex J. Alemis as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term expiring January 15, 2027, such term allocated as follows: a term effective immediately and expiring January 15, 2025, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JOSE V. CHAVEZ AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2024-0011026]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Jose V. Chavez as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term effective immediately and expiring January 15, 2026, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LAURENTINO RAMIREZ AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2024-0011024]

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

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Laurentino Ramirez as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term expiring January 15, 2027, such term allocated as follows: a term effective immediately and expiring January 15, 2025, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF WILLIAM J. SHEPARD AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2024-0011027]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed William J. Shepard as a member of Special Service Area Number 8, the Lakeview East Commission, for a term effective immediately and expiring February 15, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF RICHARD BUCKWALTER AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).
[A2024-0011029]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Richard Buckwalter as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2026, to succeed Joanne M. Buckwalter, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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COMMUNICATIONS, ETC.

13701

Referred -- APPOINTMENT OF DANIEL EHLE AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2024-0011030]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Daniel Ehle as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2026, to succeed Mary Giovenco Garcia, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF CHRISTOPHER MURPHY AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2024-0011028]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Christopher Murphy as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BRANDY'AN AMAFALA-MARQUARD
"KATIANA SHAVONTE" AS MEMBER OF SHERIDAN ROAD COMMISSION
(SPECIAL SERVICE AREA NO. 54).

[A2024-0011031]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Brandy'An Amafala-Marquard "Katiana Shavonte" as a member of Special Service Area Number 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2027, to succeed Sean P. Connolly, whose term has expired.

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COMMUNICATIONS, ETC.

13703

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JULIANA GONZALEZ-CRUSSI AS COMMISSIONER
OF CHICAGO HOUSING AUTHORITY.

[A2024-0011021]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Juliana Gonzalez-Crussi as a
commissioner of the Chicago Housing Authority for a term effective immediately and
expiring July 7, 2028, to succeed Meghan K. Harte, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BRIAN "JAWANZA" MALONE AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

[A2024-0011022]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Brian "Jawanza" Malone as a commissioner of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2027, to succeed Bill Thanoukos, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MARLON E. EVERETT AS COMMISSIONER OF CHICAGO PARK DISTRICT.

[A2024-0011020]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Marlon E. Everett as a commissioner of the Chicago Park District for a term effective immediately and expiring April 25, 2030,

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COMMUNICATIONS, ETC.

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such period allocated as follows: a term effective immediately but not earlier than September 11, 2024, and expiring April 25, 2025, to fill a vacancy by completing the unexpired term of Jose M. Munoz, who has resigned, followed immediately by a full five-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-44 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 2-44-145 AND 2-44-150 TO PROVIDE LOAN RESTRUCTURING AUTHORITY TO COMMISSIONER OF HOUSING.

[O2024-0010958]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending the Municipal Code to provide loan restructuring authority to the Commissioner of Housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-45 OF MUNICIPAL CODE BY MODIFYING SECTIONS 2-45-160 AND 2-45-165 REGARDING FAVORABLE TAX INCENTIVES.

[O2024-0010957]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending Chapter 2-45 of the Municipal Code regarding favorable tax incentives.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTER 16-14 OF MUNICIPAL CODE BY MODIFYING SECTIONS 16-14-020 AND 16-14-070 REGARDING NEIGHBORHOOD OPPORTUNITY FUND PROGRAM.

[O2024-0011016]

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*:

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending the Municipal Code regarding the Neighborhood Opportunity Fund Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING SECTION 17-12-0900 EXEMPTING PUBLIC AND CIVIC USES FROM DYNAMIC IMAGE SIGN CRITERIA.

[O2024-0010959]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 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 exempting public and civic uses from the dynamic image sign criteria.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ESTABLISHMENT OF CHICAGO PUBLIC BANKING INITIATIVE PILOT PROGRAM.

[O2024-0011015]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance establishing the Chicago Public Banking Initiative Pilot Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF GOVERNMENTAL NOTE, CONSTRUCTION LOAN, TAX INCREMENT FINANCING GRANT AND OTHER FINANCIAL ASSISTANCE TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH CARE MANOR I L.P. FOR ACQUIRING, LEASING, CONSTRUCTING, DEVELOPING AND EQUIPPING OF AFFORDABLE RESIDENTIAL APARTMENT BUILDING AT 4531 -- 4533 AND 4549 -- 4555 W. WASHINGTON BLVD.

[O2024-0010978]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance for the Care Manor affordable housing project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF AFFORDABLE HOUSING LOAN AND OTHER FINANCIAL ASSISTANCE TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH LEGENDS A-3 LLC FOR LEASEHOLD ACQUISITION OF LAND AND CONSTRUCTION OF TWO BUILDINGS GENERALLY LOCATED AT 4520 S. STATE ST.

[O2024-0010980]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance to the Legends South A-3 affordable housing project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO MHL 2 PRAIRIE DISTRICT APARTMENTS-WABASH L.P. FOR ACQUISITION AND REHABILITATION OF AFFORDABLE RESIDENTIAL HOUSING AT 1801 S. WABASH AVE.

[O2024-0010983]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance for the MHL 2 Prairie District Apartments project.

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COMMUNICATIONS, ETC.

13711

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO MHL3 PRAIRIE DISTRICT APARTMENTS-MICHIGAN L.P. FOR ACQUISITION AND CONSTRUCTION OF LOW- AND MODERATE-INCOME HOUSING AT 1800 S. MICHIGAN AVE.

[O2024-0010987]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance for the MHL 3 Prairie District Apartments project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH OAK-LARRABEE LLC FOR CONSTRUCTION OF MIXED-INCOME HOUSING PROJECT AT 955 N. LARRABEE ST.

[O2024-0010991]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a TIF redevelopment agreement with Oak and Larabee LLC for an affordable housing development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPROVAL, DESIGNATION AND ADOPTION OF AMENDMENT NUMBER FOUR TO PILSEN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[O2024-0010974, O2024-0010975, O2024-0010976]

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

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 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 approving, designating and adopting the fourth amendment to the Pilsen TIF Redevelopment Project and Plan.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT KELLS PARK.

[O2024-0010965]

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

July 17, 2024.

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

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

intergovernmental agreement with the Chicago Park District to provide TIF funds for improvements at Kells Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- LEASE AGREEMENT WITH UNITED STATES CELLULAR CORPORATION AND FCA PARTNERS LLC FOR OFFICE SPACE.

[O2024-0010971]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of lease agreements for office space with United States Cellular Corporation and FCA Partners LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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Referred -- THIRD AMENDMENT TO PHASE I LEASE, SECOND AMENDMENT TO PHASE II LEASE AND FIRST AMENDMENT TO PHASE III LEASE WITH AERO CHICAGO FOR CARGO FACILITY OPERATIONS AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2024-0011042]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of amended cargo facility leases with Aero Chicago LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2024-0010956]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund Number 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH PLANT CHICAGO, NFP TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUNDS FOR RENOVATION OF FORMER FIREHOUSE AT 4459 S. MARSHFIELD AVE.

[O2024-0010966]

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

July 17, 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 a

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redevelopment agreement with Plant Chicago, NFP to provide neighborhood opportunity funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH URBAN LAND INSTITUTE FOR ADVISORY CONSULTING SERVICES REGARDING LAND REDEVELOPMENT PROJECT AREAS.

[O2024-0010968]

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

July 17, 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 a professional services agreement with Urban Land Institute.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF CLASS 6(b), CLASS 7(d) AND CLASS C TAX INCENTIVES FOR VARIOUS PROPERTIES.

[O2024-0011005, O2024-0011036, O2024-0011037]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing favorable tax statuses for specified properties located within the City.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES IN VARIOUS WARDS UNDER CHIBLOCKBUILDER LAND SALE PROGRAM.

[O2024-0010979, O2024-0011086]

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*:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 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 land to adjacent neighbors and City-owned parcels for open space purposes under ChiBlockBuilder program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF VACANT CITY-OWNED PROPERTIES AT 617 -- 641 E. 134TH ST. AND 604 -- 608 E. 134TH PL., 628 -- 636 E. 134TH PL., 644 -- 648 E. 134TH PL. AND 656 -- 660 E. 134TH PL. TO NEIGHBORSPACE TO ASSIST IN DEVELOPMENT OF TON FARM COMMUNITY GARDEN SPACE, ASSIST IN ACQUISITION OF TWENTY-FOUR ADDITIONAL PARCELS FROM COOK COUNTY LAND BANK AUTHORITY ALONG E. 134TH PL. AND E. 134TH ST. IN LAND BANKING AGREEMENT AMONG PARTIES.

[O2024-0011039]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of City-owned properties located at 628 -- 658 East 134th Place and 621 -- 641 East 134th Street to NeighborSpace.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FINANCIAL RESTRUCTURING AND SALE TRANSFER OF OWNERSHIP, ALSO ADDING CITY VACANT LOTS TRANSFER REGARDING AIDSCARE CAMPUS PARCELS FROM PREVIOUS PRINCIPALS OF PHOENIX HOUSE DEVELOPMENT, HEARTLAND PROPERTY HOLDING INTERESTS IN WELLNESS CENTER LOTS, MULTIPURPOSE LOTS, GARDEN VIEW LOTS, SAWYER GARDENS LOTS, AND ALLEY RIGHTS, NOW TO CHASSA S. KEDZIE LOTS LLC, CHASSA PHOENIX HOUSE LLC, CHASSA GARDEN VIEW LLC, COMMONLY KNOWN AS 1251 S. SAWYER AVE., 1214 -- 1232 S. KEDZIE AVE. AND 1242 -- 1256 S. KEDZIE AVE.

[O2024-0011045]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of property sale and transfer agreement with CHASSA Phoenix House LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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COMMUNICATIONS, ETC.

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Referred -- RESTRUCTURING OF LOAN AGREEMENTS WITH VARIOUS ENTITIES.

[O2024-0011084, O2024-0011088,
O2024-0011090, O2024-0011091]

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

July 17, 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 execution of loan term modification agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- PROPERTY ACCESS AGREEMENT TO PERFORM ENVIRONMENTAL INVESTIGATION AT S. AVENUE O AND E. 126TH PL.

[O2024-0011043]

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

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Health, I transmit herewith an ordinance authorizing the execution of an access agreement with the owner of the property located at the intersection of East 126th Place and South Avenue O.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR COSTS RELATED TO DEVELOPMENT OF GREY ELEMENTARY SCHOOL, LARRABEE GATEWAY PLAZA AND STONE ELEMENTARY SCHOOL.

[O2024-0010961, O2024-0010962, O2024-0010963]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Special Events, Cultural Affairs and Recreation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 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 expenditure of open space impact fee funds for various open space projects within the City.

7/17/2024

COMMUNICATIONS, ETC.

13723

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ACQUISITION OF PROPERTIES AT 4801 W. ARGYLE ST. AND
4801 W. AINSLIE ST. FOR ROAD IMPROVEMENT PROJECT.

[O2024-0010960]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 17, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the acquisition of properties located at 4801 West Argyle Street and 4801 West Ainslie Street for a road improvement project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

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

Placed On File -- EXECUTIVE ORDER NO. 2024-1 REGARDING BLACK REPARATIONS AGENDA.

[F2024-0010310]

A communication from the Honorable Brandon Johnson, Mayor, under the date of June 17, 2024, received in the Office of the City Clerk on June 17, 2024, transmitting Executive Order Number 2024-0001310 regarding Black Reparations Agenda and Establishment of Black Reparations Co-Governance Task Force, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE REGARDING CITY OF CHICAGO'S REVOLVING LINE OF CREDIT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION, IN AGGREGATE OUTSTANDING AMOUNT NOT TO EXCEED \$225,000,000.00.

[F2024-0010418]

A communication from Jill Jaworski, Chief Financial Officer, under the date of June 28, 2024, received in the Office of the City Clerk on June 28, 2024, transmitting a determination certificate of the City of Chicago regarding revolving line of credit with Wells Fargo Bank, National Association in an aggregate outstanding amount not to exceed \$225,000,000.00, which was *Placed on File*.

Placed On File -- CERTIFICATION OF CITY FUNDING REQUIREMENT FOR LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO FOR TAX LEVY YEAR 2025 (PAYMENT YEAR 2026).

[F2024-0010420]

A communication from Cameron Mock, Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit of Chicago, under the date of June 27, 2024, received in the Office of the City Clerk on June 27, 2024, transmitting a resolution certifying the sum required to be contributed by the City for the Fund for the tax levy year 2025 (payment year 2026), which was *Placed on File*.

Placed On File -- DESIGNATION OF TIHEATA L. HINTON AS ADDITIONAL PROXY TO AFFIX SIGNATURE OF MAYOR TO CERTAIN DOCUMENTS AND REVOCATION OF PROXY DESIGNATION OF AILEEN VELAZQUEZ.

[F2024-0010359]

A communication from the Honorable Brandon Johnson, Mayor, under the date of June 21, 2024, received in the Office of the City Clerk on June 21, 2024, designating Tiheata L. Hinton as additional proxy to affix the signature of the Mayor of the City of Chicago to any contract or modification agreement authorized by the Illinois Municipal Purchasing Act or Chapter 2-92 of the Municipal Code of Chicago required to be signed by the Mayor, and revoking the proxy designation of Aileen Velazquez, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S RECOMMENDATION TO REOPEN CHICAGO POLICE DEPARTMENT MISCONDUCT INVESTIGATION, LOG NO. 2023-0004935.

[F2024-0010587]

A communication from the Office of the Inspector General, under the date of July 9, 2024, received in the Office of the City Clerk on July 8, 2024, transmitting the Office of Inspector General's recommendation to reopen Chicago Police Department misconduct investigation, Log Number 2023-0004935, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S ADVISORY REGARDING CHICAGO POLICE DEPARTMENT MEMBER AFFILIATION WITH ANTI-GOVERNMENT AND EXTREMIST GROUPS.

[F2024-0010586]

A communication from the Office of the Inspector General, under the date of July 9, 2024, received in the Office of the City Clerk on July 8, 2024, transmitting the Office of Inspector General's advisory regarding Chicago Police Department member affiliation with anti-government and extremist groups, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S SECOND QUARTER REPORT FOR YEAR 2024.

[F2024-0010891]

A communication from Deborah Witzburg, Inspector General, under the date of June 15, 2024 and received in the Office of the City Clerk on June 15, 2024, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, the Second Quarter Report of Year 2024 of the Inspector General's Office providing an overview of their investigations, audits and review of administrative programs for the period of April 1, 2024 through June 30, 2024, which was *Placed on File*.

Placed On File -- EXPRESSION OF OPPOSITION TO PROPOSED ZONING RECLASSIFICATION OF PROPERTY AT 3627 -- 3633 N. SHEFFIELD AVE.

[F2024-0010349]

A communication from John K. Selep, private citizen, under the date June 20, 2024, received in the Office of the City Clerk on June 21, 2024, transmitting an objection to the proposed zoning reclassification for the property at 3627 -- 3633 North Sheffield Avenue (O2024-0009617), which was *Placed on File*.

Placed On File -- EXPRESSION OF OPPOSITION TO PROPOSED ZONING RECLASSIFICATION OF PROPERTY AT 3627 -- 3633 N. SHEFFIELD AVE.

[F2024-0010350]

A communication from Joseph A. Johnson, private citizen, under the date June 20, 2024, received in the Office of the City Clerk on June 21, 2024, transmitting an objection to the proposed zoning reclassification for the property at 3627 -- 3633 North Sheffield Avenue (O2024-0009617), which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on June 12, 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 July 17, 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 June 12, 2024, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.*Issuance Of City's Second Lien Water Revenue Bonds Series 2024.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City's Second Lien Water Revenue Bonds Series 2024, which was considered by the City Council on June 12, 2024 and which was requested to be published in pamphlet form, was published in pamphlet form on June 17, 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:

Charis Listening Bar LLC (Application Number 22522) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 8-G bounded by:

a line 154.6 feet north of and parallel to West 33rd Place; the public alley next east of and parallel to South Morgan Street; a line 129.60 feet north of and parallel to West 33rd Place; and South Morgan Street (common address: 3317 South Morgan Street).

[O2024-0011147]

Chicago Development Partners LLC (Application Number 22523T1) -- to classify as a B3-5 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-F bounded by:

the public alley north of and parallel to West Wrightwood Avenue; North Clark Street; West Wrightwood Avenue; and a line beginning 125.07 feet west of the corner of North Clark Street and West Wrightwood Avenue, as measured along West Wrightwood Avenue, extending north a distance of 130.28 feet to a point 51.53 feet east of the corner of North Clark Street and the public alley north of West Wrightwood Avenue, as measured along said alley (common address: 2600 -- 2610 North Clark Street).

[O2024-0011148]

Corett Builders Corporation (Application Number 22528T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 9-H bounded by:

a line 150 feet north of and parallel to West Waveland Avenue; North Ashland Avenue; a line 100 feet north of and parallel to West Waveland Avenue; and the public alley next west of and parallel to North Ashland Avenue (common address: 3710 -- 3714 North Ashland Avenue).

[O2024-0011153]

Martha Gonzalez (Application Number 22521T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 5-J bounded by:

a line 175 feet east of and parallel to North Pulaski Road; West Dickens Avenue; a line 225 feet east of and parallel to North Pulaski Road; and the public alley next south of and parallel to West Dickens Avenue (common address: 3939 -- 3941 West Dickens Avenue).

[O2024-0011145]

Green & Kinnick LLC (Application Number 22504) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 15-G bounded by:

North Broadway; a line 194 feet north of and parallel to West Rosemont Avenue; the alley next west of and parallel to North Broadway; and a line 219 feet north of and parallel to West Rosemont Avenue (common address: 6320 North Broadway).

[O2024-0010932]

Green Era Educational NFP (Application Number 22492) -- to classify as an M3-2 Heavy Industry District instead of an M3-2 Heavy Industry District and Industrial Planned Development Number 1443 and further, to classify as an M3-2 Heavy Industry District and Industrial Planned Development Number 1443, as amended, instead of an M3-2 Heavy Industry District the area shown on Map Number 20-F bounded by:

West 81st Street; a line 290.97 feet west of and parallel to South Wallace Street; a line 150 feet south of and parallel to West 81st Street; a diagonal line beginning at a point located 150 feet south of West 81st Street and 252.66 feet west of South Wallace Street and extending southeasterly, 70.10 feet to a point 205.84 feet west of South Wallace Street; a line 205.84 feet west of and parallel to South Wallace Street; a line 581.96 feet south of and parallel to West 81st Street; South Wallace Street; West 83rd Street; and the easterly right-of-way line of the Chicago, Rock Island and Pacific Railroad running to the northeast back to the point of beginning (common address: 631 West 81st Street and 650 West 83rd Street).

[O2024-0011157]

John Gruszka (Application Number 22516T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-E bounded by:

a line 70 feet south of and parallel to East 45th Street; South Cottage Grove Avenue; a line 95 feet south of and parallel to East 45th Street; and the public alley next west of and parallel to South Cottage Grove Avenue (common address: 4508 South Cottage Grove Avenue).

[O2024-0011139]

High Hopes Chicago LLC (Application Number 22518T1) -- to classify as a DS-3 Downtown Service District instead of a DS-3 Downtown Service District the area shown on Map Number 2-F bounded by:

the public alley next north of and parallel to West Roosevelt Road; a line 114.64 feet east of and parallel to South Desplaines Street; West Roosevelt Road; and a line 69.76 feet east of and parallel to South Desplaines Street (common address: 622 -- 624 West Roosevelt Road).

[O2024-0011142]

JHF Properties LLC (Application Number 22526) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 2-I bounded by:

a line 53.16 feet south of and parallel to West Lexington Street; the public alley next east of and parallel to South California Avenue; a line 106.32 feet south of and parallel to West Lexington Street; and South California Avenue (common address: 739 -- 741 South California Avenue).

[O2024-0011151]

JL Development LLC (Application Number 22505) -- 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 1-J bounded by:

West Huron Street; a line 97 feet west of and parallel to North Avers Avenue; the public alley next south of and parallel to West Huron Street; and a line 121 feet west of and parallel to North Avers Avenue (common address: 3843 West Huron Street).

[O2024-0010943]

Dermot M. Logan (Application Number 22509T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 17-G bounded by:

North Newgard Avenue; a line 100 feet north of West Devon Avenue; the alley next east of and parallel to North Newgard Avenue; and a line 125 feet north of West Devon Avenue (common address: 6411 North Newgard Avenue).

[O2024-0010948]

Montrose Estate LLC (Application Number 22529T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 11-J bounded by:

the public alley north of and parallel to West Montrose Avenue; a line 108.75 feet east of and parallel to North Christiana Avenue; West Montrose Avenue; and North Christiana Avenue (common address: 3316 -- 3318 West Montrose Avenue).

[O2024-0011154]

Steve Neumayer (Application Number 22499) -- to classify as a C2-3 Motor Vehicle-Related Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 15-G bounded by:

a line 47 feet south of and parallel to West Rosemont Avenue; North Broadway; a line 197 feet south of and parallel to West Rosemont Avenue; and the alley next west of North Broadway (common address: 6240 -- 6250 North Broadway).

[O2024-0011165]

Nicolebro LLC (Application Number 22507) -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 8-J bounded by:

West 38th Street; South Kedzie Avenue; a line 24.0 feet south of and parallel to West 38th Street; and the alley next west of and parallel to South Kedzie Avenue (common address: 3800 South Kedzie Avenue).

[O2024-0010946]

Noah Import and Export, Inc. (Application Number 22494) -- to classify as a B1-1 Neighborhood District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-L bounded by:

West Augusta Boulevard; a line 25 feet east of and parallel to North Lavergne Avenue; the alley next south of and parallel to West Augusta Boulevard; and North Lavergne Avenue (common address: 4959 West Augusta Boulevard).

[O2024-0011159]

Noah Properties LLC (Application Number 22519T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 3-G bounded by:

a line 96.00 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; the public alley next east of and parallel to North Ashland Avenue; a line 48 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; and North Ashland Avenue (common address: 1235 -- 1237 North Ashland Avenue).

[O2024-00011141]

Noah Properties LLC (Application Number 22527T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 3-G bounded by:

a line 344.51 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; the public alley next east of and parallel to North Ashland Avenue; a line 264.00 feet north of and parallel to the public alley next north of North Milwaukee Avenue, as measured along the east line of North Ashland Avenue; and North Ashland Avenue (common address: 1257 -- 1301 North Ashland Avenue).

[O2024-00011152]

Oliver Entertainment LLC (Application Number 22503) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 9-F bounded by:

North Halsted Street; a line 102.7 feet north of and parallel to West Belmont Avenue; a line 71 feet east of and parallel to North Halsted Street; and West Belmont Avenue (common address: 3201 -- 3209 North Halsted Street).

[O2024-0010918]

Jose Luis Ortiz (Application Number 22514) -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 14-J bounded by:

a line 96.53 feet south of and parallel to West 60th Street; South Kedzie Avenue; a line 221.53 feet south of and parallel to West 60th Street; and the alley next west of and parallel to South Kedzie Avenue (common address: 6010 -- 6020 South Kedzie Avenue).

[O2024-0011136]

Pilsen Rentals LLC, Series XV (Application Number 22510T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 6-H bounded by:

a line 185 feet south of and parallel to West Cermak Road; a public alley east of and parallel to South Oakley Avenue; a line 210 feet south of and parallel to West Cermak Road; and South Oakley Avenue (common address: 2219 South Oakley Avenue).

[O2024-0010950]

Maria Primero (Application Number 22525T1) -- 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 5-I bounded by:

a line 125 feet north of and parallel to West Bloomingdale Avenue; North Richmond Street; a line 100 feet north of and parallel to West Bloomingdale Avenue; and next the public alley west of and parallel to North Richmond Street (common address: 1810 North Richmond Street).

[O2024-0011150]

Property Appearance Ltd. (Application Number 22513) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-M bounded by:

the public alley next north of and parallel to West Addison Street; a line 133.30 feet west of and parallel to North Austin Avenue; West Addison Street; and a line 166.30 feet west of and parallel to North Austin Avenue (common address: 6014 -- 6016 West Addison Street).

[O2024-0011135]

R&R Car Wash LLC (Application Number 22501) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 52-B bounded by:

West Irving Park Road; a line 279.88 feet east of and parallel to North Central Avenue; the alley next south of and parallel to West Irving Park Road and extended west where no alley exists; and North Central Avenue (common address: 5555 West Irving Park Road).

[O2024-0011167]

Raghuveer P. and Anita R. Nayak LLC (Application Number 22512) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 6-J bounded by:

a line 96 feet south of and parallel to West 26th Street; the public alley next east of and parallel to South Lawndale Avenue; a line 120 feet south of and parallel to West 26th Street; and South Lawndale Avenue (common address: 2611 South Lawndale Avenue).

[O2024-0011133]

Danielle Rivera and Jeremy Laux (Application Number 22498) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-G bounded by:

a line 27.60 feet north of and parallel to West 34th Place; South Lituania Avenue; West 34th Place; and the public alley next west of South Lituania Avenue (common address: 3428 South Lituania Avenue).

[O2024-0011164]

RV Ventures LLC (Application Number 22506T1) -- to classify as a DX-3 Downtown Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number 1-F bounded by:

West Grand Avenue; a line 258 feet west of and parallel to North Union Avenue; a line 71 feet southeast of the intersection of West Grand Avenue and North Milwaukee Avenue, as measured along North Milwaukee Avenue and perpendicular to North Milwaukee Avenue; and North Milwaukee Avenue (common address: 495 -- 499 North Milwaukee Avenue).

[O2024-0010944]

Sangamonroe LLC (Application Number 22491) -- to classify as a DX-7 Downtown Mixed-Use District instead of Planned Development Number 1498 and further, to classify as Planned Development Number 1498, as amended, instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 2-G bounded by:

South Sangamon Street; a line 195 feet north of and parallel to West Monroe Street; a line 125 feet east of and parallel to South Sangamon Street; and West Monroe Street (common address: 23 South Sangamon Street).

[O2024-0011156]

Ted Kawula Company (Application Number 22496T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-K bounded by:

a line 128 feet north of and parallel to West Cornelia Avenue; North Pulaski Road; a line 68 feet north of and parallel to West Cornelia Avenue; and the public alley next west of and parallel to North Pulaski Road (common address: 3520 -- 3522 North Pulaski Road).

[O2024-0011161]

Top Fund Mavrek LLC (Application Number 22493) -- to classify as a B3-5 District instead of a B3-3 District and further, to classify as a Residential-Business Planned Development instead of a B3-5 District the area shown on Map Number 7-G bounded by:

West Belmont Avenue; a line 303.15 feet west of the southwesterly line of North Clark Street; a line 148.61 feet south of and parallel to West Belmont Avenue; and a line 553.15 feet west of the southwesterly line of North Clark Street (common address: 909 -- 931 West Belmont Avenue).

[O2024-0011158]

Sunil Trehan (Application Number 22500) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 24-I bounded by:

West 102nd Street; South Western Avenue; a line 125.90 feet south of and parallel to West 102nd Street; and the alley next west of and parallel to South Western Avenue (common address: 10200 South Western Avenue).

[O2024-0011166]

True North RE Holdings LLC (Application Number 22511T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 17-G bounded by:

North Sheridan Road; a line 183.4 feet north of and parallel to West Lunt Avenue; a public alley next east of and parallel to North Sheridan Road; and a line 136.7 feet north of and parallel to West Lunt Avenue (common address: 7015 North Sheridan Road).

[O2024-0011132]

Hector Virto (Application Number 22497) -- to classify as an M2-1 Light Industry District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-F bounded by:

South Holland Road; West 89th Street; and the public alley next west of South Holland Road (common address: 200 -- 222 West 89th Street/8840 -- 8876 South Holland Road).

[O2024-0011162]

Webster Bissell LLC (Application Number 22508) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 5-G bounded by:

West Webster Avenue; North Bissell Street; the public alley next south of and parallel to West Webster Avenue; a line 67.70 feet west of and parallel to North Bissell Street; a line 116 feet south of and parallel to West Webster Avenue; and a line 75.85 feet west of and parallel to North Bissell Street (common address: 935 West Webster Avenue).

[O2024-0010947]

West Leland Avenue LLC (Application Number 22515T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 11-G bounded by:

the alley north of and parallel to West Leland Avenue; a line 213.83 feet east of and parallel to North Sheridan Road; West Leland Avenue; and a line 132.78 feet east of and parallel to North Sheridan Road (common address: 936 -- 942 West Leland Avenue).

[O2024-0011137]

Wu & Tran Chinatown LLC (Application Number 22517T1) -- to classify as a C1-5 Neighborhood Commercial District instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 6-F bounded by:

a line 75 feet south of and parallel to West 23rd Place; South Wentworth Avenue; the public alley next south of and parallel to West 23rd Place; and a line 110 feet west of and parallel to South Wentworth Avenue (common address: 2340 -- 2344 South Wentworth Avenue).

[O2024-0011140]

345 Art Gallery LLC (Application Number 22530T1) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a B3-2 Community Shopping District and an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

a line 146.00 feet north of and parallel to West Carroll Avenue; the public alley next east of and parallel to North Kedzie Avenue; West Carroll Avenue; and North Kedzie Avenue (common address: 341 -- 351 North Kedzie Avenue/3148 -- 3158 West Carroll Avenue).

[O2024-0011155]

1150 West Diversey LLC (Application Number 22520T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-2 Neighborhood Mixed-Use District the area shown on Map/Grid Index Number 7-G bounded by:

the alley north of and parallel to West Diversey Parkway; a line 216.00 feet east of and parallel to the east line of North Racine Avenue; the north line of West Diversey Parkway; and a line 192.00 feet east of and parallel to the east line of North Racine Avenue (common address: 1150 West Diversey Parkway).

[O2024-0011144]

2148 North Mozart LLC (Application Number 22502T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

the public alley next north of and parallel to West Shakespeare Avenue; North Mozart Street; West Shakespeare Avenue; and a line 44.78 feet west of and parallel to North Mozart Street (common address: 2838 -- 2840 West Shakespeare Avenue/ 2148 -- 2150 North Mozart Street).

[O2024-0011168]

4528 South Cottage Grove LLC and Demera Ethiopian Restaurant LLC (Application Number 22495T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-E bounded by:

a line 272 feet south of and parallel to East 45th Street; South Cottage Grove Avenue; a line 337 feet south of and parallel to East 45th Street; and the public alley next east of and parallel to South Cottage Grove Avenue (common address: 4524 -- 4528 South Cottage Grove Avenue).

[O2024-0011160]

4920 North Sheridan LLC (Application Number 22524T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 13-G bounded by:

a line 250 feet north of and parallel to West Ainslie Street; North Sheridan Road; a line 200.0 feet north of and parallel to West Ainslie Street; and the public alley next west of and parallel to North Sheridan Road (common address: 4920 -- 4924 North Sheridan Road).

[O2024-0011149]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Aggarwal, Gaurav	[CL2024-0010927]
Aina, Isaiah O.	[CL2024-0010478]
Allstate and Williams, Linda	[CL2024-0010469]
Amuda, Adebajo U.	[CL2024-0011023]
Arroyo Romero, Anallely	[CL2024-0010504]
Autenrieth, Diane T.	[CL2024-0010443]
Barnett, Anna	[CL2024-0010298]
Berman, Elliott M.	[CL2024-0010434]
Black, Donna K.	[CL2024-0011125]
Brady, Katherine S.	[CL2024-0010907]
Bray, Ariana C.	[CL2024-0010930]
Brooks, Dion I.	[CL2024-0011115]
Clausen, Karen S.	[CL2024-0011098]

Council, Tadia S.	[CL2024-0011123]
Crisp, Christopher B.	[CL2024-0011097]
Daniel, Linda J.	[CL2024-0010486]
Delgado, Raul	[CL2024-0010422]
Dudeck, Michael R.	[CL2024-0010908]
Dunn, Larry C.	[CL2024-0010905]
Duran-Martinez, Ulises	[CL2024-0011094]
Filcman, Debra J.	[CL2024-0010924]
Flores, Piry	[CL2024-0011035]
Fu, Lynnette W.	[CL2024-0010433]
Fulgham, Horace B.	[CL2024-0010474]
Galounis, Cathleen M.	[CL2024-0011100]
Garcia, Marcelo	[CL2024-0011011]
Garner, Kendall N.	[CL2024-0011008]
Geico Insurance and Clark, Tamika	[CL2024-0011014]
Geico Insurance and Corgwell, Frank	[CL2024-0011116]
Geico Insurance and Peric, Lydia R.	[CL2024-0010470]
Gleeson, Christopher	[CL2024-0010890]
Grason, Ronald	[CL2024-0010439]
Gutierrez, Jose F.	[CL2024-0010444]
Hall, Dionysius C.	[CL2024-0010479]
Haro, Salvador and Torres, Jacqueline	[CL2024-0011103]
Hayden, Jamie L.	[CL2024-0010492]

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COMMUNICATIONS, ETC.

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Herrick, Laura L.	[CL2024-0011017]
Hoffman, Joseph A.	[CL2024-0011126]
Hollins, Barbara	[CL2024-0010896]
Holmes, Davea D.	[CL2024-0011096]
Hood, Christine	[CL2024-0010925]
Hoverson, Mark W.	[CL2024-0010442]
Italian Village Restaurant, Inc., in care of Capitanini, Jonathan L.	[CL2024-0011095]
Jackson, Henry L.	[CL2024-0011106]
Kang, Jeffrey L.	[CL2024-0010934]
Koziol, Monica	[CL2024-0011099]
Langslet, Jason C.	[CL2024-0010900]
Lau, Kin	[CL2024-0010893]
Lorys, Jan M.	[CL2024-0010437]
Lustenberger, Ryan M.	[CL2024-0010428]
Madonia, Michael A.	[CL2024-0011128]
Martin Coleman, Tonya R.	[CL2024-0010500]
McIntyre, Marcus K.	[CL2024-0010421]
Mei, Bai A.	[CL2024-0010923]
Midyett, Timothy B.	[CL2024-0010502]
Morgan, Kathleen O.	[CL2024-0010436]
Nicholas, Freddrica Y.	[CL2024-0011109]
Norwood, Anthony F.	[CL2024-0011104]
O'Connor, Clare E.	[CL2024-0010489]

Orozco, Christopher M.	[CL2024-0011114]
Ortega, Elvis	[CL2024-0011113]
O'Toole, Amy G.	[CL2024-0010902]
Packard-Bell, Stephanie E.	[CL2024-0010468]
Pascua, Steven P.	[CL2024-0010424]
Phillips, Tammy S.	[CL2024-0010440]
Policarpio, Agnies G.	[CL2024-0010485]
Polizzi, Kerry R.	[CL2024-0010483]
Quarterman, Anthony L.(2)	[CL2024-0011110, CL2024-0011112]
Ramirez, Joshua	[CL2024-0010441]
Rhoton, Lisa M.	[CL2024-0011117]
Riggins, Peggy A.	[CL2024-0010503]
Rincon, Gabriel A.	[CL2024-0010490]
Rosenthal, Andrew S.	[CL2024-0011101]
Sarli, Marco A.	[CL2024-0010550]
Shah, Mitesh	[CL2024-0010431]
Shelton, Sharon	[CL2024-0011129]
Skarpiak, Michael F.	[CL2024-0010423]
State Farm Insurance and Baur, Mary	[CL2024-0010448]
Stemplen, John A.	[CL2024-0011092]
Suss, Ezra Y.	[CL2024-0011105]
Tapp, Mara A.	[CL2024-0010435]
Thurmond, Dennis E.	[CL2024-0010653]

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COMMUNICATIONS, ETC.

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Uhm, Juna Y.	[CL2024-0011093]
Ukrainskiy, Taras	[CL2024-0011004]
Velev, Daniel Z.	[CL2024-0010897]
Walsh, Patricia S.	[CL2024-0011124]
Ware, Carrie J.	[CL2024-0011108]
White, Franchelle J.	[CL2024-0010447]
White, Kevin M.	[CL2024-0010493]
White, Sarah	[CL2024-0011130]
Wilbanks, Michael A.	[CL2024-0010476]
Yates, Olivia A.	[CL2024-0010419]
Yzaguirre, Michael R.	[CL2024-0011033]
Zachary, Erin E.	[CL2024-0010935]
Zamora, Carlos A.	[CL2024-0011131]
Zions, Jeffrey P.	[CL2024-0011034]

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 13-L AT 4835 -- 4841 N. LIPPS AVE.

[O2024-0010887]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of July 10, 2024, and received in the Office of the City Clerk on July 10, 2024, transmitting an ordinance amending Title 17 of the Municipal Code of Chicago by reclassifying the area shown on Map Number 13-L at 4835 -- 4841. North Lipps Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF JACKSON STORAGE AND VAN COMPANY WAREHOUSE AT 3609 -- 3611 W. CERMAK RD. AS CHICAGO LANDMARK.

[O2024-0010591]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of July 9, 2024, and received in the Office of the City Clerk on July 9, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Jackson Storage and Van Company Warehouse at 3609 -- 3611 West Cermak Road, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF RAMOVA THEATER BUILDING AT 3508 -- 3518 S. HALSTED ST. AS CHICAGO LANDMARK.

[O2024-0010904]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of July 15, 2024, and received in the Office of the City Clerk on July 15, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Ramova Theater Building at 3508 -- 3518 South Halsted Street, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF ST. ADALBERT PARISH COMPLEX AT 1622 -- 1658 W. 17TH ST. AND 1633 -- 1659 W. 16TH ST. AS CHICAGO LANDMARK.

[O2024-0010378]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of June 24, 2024, and received in the Office of the City Clerk on June 24, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of St. Adalbert Parish Complex at 1622 -- 1658 West 17th Street and 1633 -- 1659 West 16th Street, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AMENDMENT OF CHAPTER 16-14 OF MUNICIPAL CODE BY MODIFYING
VARIOUS SECTIONS REGARDING NEIGHBORHOOD OPPORTUNITY FUNDS.**

[O2024-0010097]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an amendment of Municipal Code Chapter 16-14 regarding neighborhood opportunity funds (O2024-0010097), 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 July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 16-14-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-020 Definitions.

For purposes of this chapter, the following definitions shall apply:

(Omitted text is unaffected by this ordinance.)

“Group I Award” means, with respect to an individual development project funded under this chapter, a grant in an aggregate amount of \$250,000.00 or less, excluding any Pre-Development Award with respect to such project.

(Omitted text is unaffected by this ordinance.)

“Group II Award” means, with respect to an individual development project funded under this chapter, a grant in an aggregate amount ~~in excess of \$250,000.00~~ exceeding \$250,000.00 and less than \$5,000,000.00, including any Local Residency Bonus, but excluding any Pre-Development Award, with respect to such project.

“Local Residency Bonus” means a funding bonus of up to 25 percent of the total project cost of a development project where the primary residence(s) of the owner or owners are located within the Qualified Investment Area. For Group II Awards, the Local Residency Bonus may not exceed a total of \$500,000.00.

“Pre-Development Award” means a grant in an aggregate amount of \$150,000.00 or less for costs described in subsection (d) of Section 16-14-070 that is awarded to support the development of an individual development project for which the applicant has applied for a Group I Award or Group II Award.

“Qualified Investment Area” means any area in the City designated by the Commissioner as a low-moderate income area pursuant to data on areas of concentrated disadvantage published by the United States Census Bureau.

“~~Training costs~~Small Business Development Costs” means the costs of business incubation, mentoring, and training within the meaning of subsection (e) of Section 16-14-060.

SECTION 2. Section 16-14-030 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

16-14-030 Neighborhood Opportunity Fund.

A separate fund is hereby established and designated the Neighborhood Opportunity Fund into which 80 percent of the funds collected from any downtown floor area bonus under Section 17-4-1000 of this Code will be deposited. The revenues of the Neighborhood Opportunity Fund, including without limitation any amounts repaid, returned, or recaptured under a Group I Award or Group II Award, shall be reserved and utilized exclusively in accordance with this chapter.

SECTION 3. Section 16-14-040 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-040 Purpose.

The purpose of the Neighborhood Opportunity Fund is:

(Omitted text is unaffected by this ordinance.)

(b) to strengthen neighborhood commercial corridors in Qualified Investment Areas; ~~and~~

(c) to address the decline of private investment in Qualified Investment Areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life.

SECTION 4. Section 16-14-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-050 Qualified Investment Areas.

The Neighborhood Opportunity Fund shall be used for projects located in or directly benefiting Qualified Investment Areas. The Commissioner shall publish a map of Qualified Investment Areas and update the map at least once every five years. The eligibility of any prospective project seeking funding under this chapter shall be based upon the map of Qualified Investment Areas which was current at the time of the project's initial application to the Department.

SECTION 5. Section 16-14-060 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-060 Authorized Uses.

The following uses are authorized uses of the Neighborhood Opportunity Fund:

(Omitted text is unaffected by this ordinance.)

(b) industrial or manufacturing projects that process raw materials or parts into physical goods and which complement and revitalize the areas in which they are located;

~~(bc)~~ cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and

(d) mixed-use projects consisting of one or more non-residential uses, plus at least 10 or more residential units; and

~~(ee)~~ incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under subsections (a) ~~or~~ through ~~(bd)~~ of this section.

SECTION 6. Section 16-14-070 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-070 Eligible Costs.

The Neighborhood Opportunity Fund may be used for the following costs when such costs are necessary or desirable for, or in support of, one or more authorized uses:

(a) costs to acquire, rehabilitate, or demolish substandard, obsolete, or vacant buildings, ~~including planning and design costs~~ not to exceed 50 percent of total project costs;

(b) costs to ~~plan, design, and construct~~ new buildings, not to exceed 50 percent of total project costs ~~for a Group I Award or 30 percent of total project costs for a Group II Award;~~

(c) costs to plan, design, and construct public infrastructure directly related to ~~projects~~ project costs allowed under subsections (a) and (b) of this section;

(d) planning and design costs including, but not limited to, architecture, engineering, zoning, design, and feasibility study expenses, directly related to project costs allowed under subsections (a) and (b) of this section;

~~(de)~~ financing costs related to ~~projects~~project costs allowed under subsections (a), (b), (c), and or (ed) of this section;

~~(ef)~~ costs of job support used to recruit, hire, train, and retain job seekers who reside in Qualified Investment Areas for identified jobs created by projects funded ~~under subsections (a), (b), or (c) of this section~~by Group I Awards or Group II Awards;

~~(fg)~~ ~~training costs~~Small Business Development Costs, provided that such ~~training~~business support services costs shall not exceed 5% percent of the Neighborhood Opportunity Fund; and

~~(gh)~~ administrative, reporting, and monitoring costs and expenses of the Neighborhood Opportunity Fund, provided such costs and expenses may not exceed 5% percent of the Neighborhood Opportunity Fund.

SECTION 7. Section 16-14-080 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

16-14-080 Administration.

(a) The Department shall administer the Neighborhood Opportunity Fund and all projects funded under this chapter. Each Group II Award shall require City Council approval. The Department may disburse Pre-Development Awards and Group I Awards through procedures established by rule, subject to the Group I Program Funding Limit; provided, that at the request of the Department, such grants may be disbursed by the Commissioner of Business Affairs and Consumer Protection. The selection of projects will be informed by community-based planning processes, ~~such as Chicago Neighborhoods New~~. Priority will be given to commercial projects that:

(Omitted text is unaffected by this ordinance.)

(vi) commit to hiring from Qualified Investment Areas; and

(Omitted text is unaffected by this ordinance.)

(d) Subject to the availability of duly appropriated funds, the Group I Program Funding Limit shall be ~~\$35,500,000.00~~75,000,000.00 as of the effective date of this amendatory ordinance of ~~2020~~2024, unless such amount is increased or decreased by appropriate action of the City Council.

SECTION 8. This ordinance shall be in full force and effect following due passage and approval.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR ALLOCATION OF TAX INCREMENT FINANCING FUNDS FOR
IMPROVEMENTS AT JOSE DE DIEGO ELEMENTARY COMMUNITY ACADEMY,
2301 W. POTOMAC AVE.

[O2024-0010100]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 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 Jose De Diego Elementary Community Academy, located at 2301 West Potomac Avenue in the 1st Ward (O2024-0010100), in an amount not to exceed \$1,400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 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:

Jose De Diego Elementary Community Academy (Playground).

2. Property:

a. Common Address:

2301 West Potomac Avenue
Chicago, Illinois 60622.

b. Permanent Index Numbers ("PINs"):

17-06-123-001-0000;

17-06-123-002-0000;

17-06-123-003-0000;

17-06-123-004-0000;

17-06-123-005-0000; and

17-06-123-018-0000.

3. Project:

New poured-in-place (PIP) rubber surface playground and replace existing asphalt pavement areas with basketball and pickleball courts. Project will include drainage infrastructure, stormwater detention system and miscellaneous site restoration.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$1,400,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 140,000	\$ 140,000
Construction	1,113,000	1,113,000
Environmental	70,000	70,000
Project Implementation	77,000	77,000
Total:	\$1,400,000	\$1,400,000

6. TIF-Funded Improvements:

New poured-in-place (PIP) rubber surface playground and replace existing asphalt pavement areas with basketball and pickleball courts. Project will include drainage infrastructure, stormwater detention system and miscellaneous site restoration.

7. Redevelopment Area:

Humboldt Park Commercial.

8. TIF Ordinances (Including Any Amendments):

Under ordinances adopted on June 27, 2001, the City Council: (i) approved a redevelopment plan and project 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.

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

[R2024-0010099]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a resolution concerning the authorization of the Chicago Department of Housing to submit an application for Community Development Block Grant-Coronavirus Urban Shelter Program issued by the Illinois Department of Commerce and Economic Opportunity (R2024-0010099), having had 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 voice vote of the members of the committee present, with no dissenting votes on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said resolution as adopted:

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 Illinois Department of Commerce and Economic Opportunity has issued a Notice of Funding Opportunity ("NOFO") to solicit applications from local governments for its Business Resiliency Program (the "CDBG-COVID Grant Program"), which supports the construction, reconstruction, rehabilitation, or acquisition of property for homeless shelters and is funded by the federal Community Development Block Grant-Coronavirus Funds through the State of Illinois' Department of Commerce and Economic Opportunity, Office of Community Development; and

WHEREAS, The City's Department of Housing ("DOH"), in collaboration with the City's Department of Family and Support Services and Office of Budget and Management, established a program to fund the acquisition and rehabilitation of buildings, such as repurposed motels, apartment buildings, single room occupancy buildings, and other properties within the City to be used as non-congregate shelters for people experiencing or at risk of experiencing homelessness to improve outcomes, keep families together, increase security and dignity and expedite transition into more stable housing for those using shelter services (the "Non-Congregate Shelter Acquisition Program"); and

WHEREAS, DOH wishes to submit up to three applications for \$2,000,000 grant amounts each (the "Grant Funds") to the CDBG-COVID Grant Program, which if awarded, would help provide financing for the Non-Congregate Shelter Acquisition Program; and

WHEREAS, If DOH applies to the CDBG-COVID Grant Program and is awarded the Grant Funds to be used in connection with the Non-Congregate Shelter Acquisition Program, then the City would see a reduction in the number of people sleeping in places not meant for human habitation and improve long-term stability for those served by the shelter providers; and

WHEREAS, The NOFO requires that applications to the CDBG-COVID Grant Program must include a resolution from the applicant's governing body expressly stating, among other things, that the governing body supports the applicant's application to the CDBG-COVID Grant Program; now, therefore,

Be It Resolved 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. DOH is authorized to submit any documentation needed as part of its application to the CDBG-COVID Grant Program. The City supports and consents to DOH's application to the CDBG-COVID Grant Program.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this resolution, the provisions of this resolution shall control. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this resolution.

SECTION 4. This resolution shall be in full force and effect upon its passage and approval.

SETTLEMENT AGREEMENT REGARDING CASE OF MELISSA NAJERA, SPECIAL REPRESENTATIVE FOR DECEASED PLAINTIFF, ALFONSO PAUL CAZARES V. CITY OF CHICAGO, ET AL.

[Or2024-0010652]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 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: *Melissa Najera, Special Representative for deceased Plaintiff, Alfonso Paul Cazares v. City of Chicago, et al.*, cited as Case Number 21-CV-2887 (Or2024-001652), in the amount of \$410,000, 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 July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson 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: *Melissa Najera, Special Representative for deceased Plaintiff, Alfonso Paul Cazares v. City of Chicago, et al.*, cited as Case Number 21-CV-2887, in the amount of \$410,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *MARY REDDING, AS SPECIAL ADMINISTRATOR OF THE ESTATE OF DANA HUBBARD, DECEASED V. CITY OF CHICAGO, ET AL.*

[Or2024-0010654]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 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: *Mary Redding, as Special Administrator of the Estate of Dana Hubbard, deceased v. City of Chicago, et al.*, cited as Case Number 2020 L 4141 (Or2024-0010654), in the amount of \$2,500,000, 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 Quinn on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Quinn -- 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: *Mary Redding, as Special Administrator of the Estate of Dana Hubbard, deceased, v. City of Chicago, et al.*, cited as Case Number 2020 L 4141, in the amount of \$2,500,000.

SETTLEMENT AGREEMENT REGARDING CASES OF *LIVINGSTON, ET AL. V. CITY OF CHICAGO* AND *GRIFFIN V. CITY OF CHICAGO*.

[Or2024-0010656]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following cases: *Livingston, et al. v. City of Chicago*, cited as Case Number 16 C 10156 (Northern District of Illinois) and *Griffin v. City of Chicago*, cited as Case Number 19 C 8135 (Northern District of Illinois) (Or2024-0010656), in the amount of \$11,250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one dissenting vote made by Alderperson Sposato on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- Alderperson Sposato -- 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 matters: *Livingston, et al. v. City of Chicago*, cited as Case Number 16 C 10156 (Northern District of Illinois) and *Griffin v. City of Chicago*, cited as Case Number 19 C 8135 (Northern District of Illinois), in the amount of \$11,250,000.

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

[Or2024-0010647]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 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 (Or2024-0010647), 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 July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson 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 13759 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)									
BOVA	JODI	11141 S. TROY ST.	CHICAGO	IL	60655	02/28/2024	\$49.98	Claimant	11141 S. TROY ST.
Total of Split Claims: 1 \$49.98									
Claimant Type Desc: Vehicle(8)									
AHMED	IMRAN	6236 N TALMAN AVE.	CHICAGO	IL	60659	12/15/2023	\$569.64	Claimant	5937-5949 N NAGLE AVE
ANGELOV	RUSLAN	1300 S. ELMHURST RD. APT 114	MOUNT	IL	60056	04/02/2024	\$478.46	Claimant	932 W. ROSSCOE ST.
BUSTAMANTE	MARIA	9425 S. KENTON AVE.	OAKLAWN	IL	60453	01/25/2024	\$35.00	Claimant	2800 S. WESTERN AVE.
CARDONA	MARIBEL	6030 N. OZANAM AVE.	CHICAGO	IL	60631	01/16/2024	\$260.00	Claimant	940 N. HOMAN AVE.
CARTER	SHIRLEY	9400 S HAMILTON AVE	CHICAGO	IL	60643	01/28/2024	\$114.79	Claimant	858 E 75TH STREET
CONKLIN	HEATHER	1124 S PLYMOUTH CT	CHICAGO	IL	60605	12/20/2023	\$181.83	Claimant	1500 S DUSABLE LAKE
DEVEREUX	GEORGE	5738 S. SAYRE AVE.	CHICAGO	IL	606383123	01/31/2024	\$462.94	Claimant	7050 W. 63RD STREET
GLASPER	GREGORY	637 E. WOODLAND PARK	CHICAGO	IL	60616	01/28/2024	\$786.75	DEPARTMENT OF REVENUE	1233 W. GARFIELD BLVD.
HASTINGS	MARGARET	5207 S WOODLAWN AVE UNIT 1	CHICAGO	IL	60615	12/28/2023	\$129.43	Claimant	1558 S JEAN BAPTISTE
KOTZAMANIS	JAMES	164 S. LAKE ST.	MUNDELEIN	IL	60060	12/19/2023	\$45.39	Claimant	140 E. RANDOLPH ST
KOTZAMANIS	JAMES	164 S. LAKE ST.	MUNDELEIN	IL	60060	12/19/2023	\$122.00	DEPARTMENT OF REVENUE	140 E. RANDOLPH ST
LEBETER	LEESA	12926 S. HOUSTON AVE.	CHICAGO	IL	60633	02/19/2024	\$130.00	Claimant	2010 E. 130TH ST.
MARIN	YANIRA	1626 N LATROBE AVE	CHICAGO	IL	60639	03/04/2024	\$33.62	Claimant	2421 N OAK PARK
MARIN	YANIRA	1626 N LATROBE AVE	CHICAGO	IL	60639	03/04/2024	\$60.00	DEPARTMENT OF REVENUE	2421 N OAK PARK
MERCADO	LUIS	6618 W. DIVERSEY AVE. APT. 204	CHICAGO	IL	60707	01/14/2024	\$135.78	Claimant	2335 W. FULLERTON AVE.
NOURBASH	ROXANNE	1599 KITTYHAWK LN.	GLENVIEW	IL	60026	01/24/2024	\$561.08	Claimant	2113 W. FULLERTON AVE.
RAMAN	KARI	2 E. OAK ST. #2610	CHICAGO	IL	60611	01/31/2024	\$477.37	Claimant	2100 N. CLYBOURN AVE.
RAYAS	AMY	581 ELSIE DR.	MELROSE PARK	IL	60160	03/09/2024	\$98.55	DEPARTMENT OF REVENUE	4300 S. CICERO AVE.
ROGERS	KATHRYN	100 W CHESTNUT UNIT 1103	CHICAGO	IL	60610	02/04/2024	\$122.95	Claimant	1982 N CLYBOURN AVE
VAN SLYKE	CLAIRE	10556 S. KEDZIE AVE.	CHICAGO	IL	60655	03/16/2024	\$222.28	Claimant	776 W. 98TH PLACE
WAGENER	CHRISTINA	3341 W. PENSACOLA AVE.	CHICAGO	IL	60618	02/12/2024	\$207.73	Claimant	430 S. DAMEN AVE.
Total of Split Claims: 21 \$5,235.59									
Total of Split Claims: 22 \$5,285.57									

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2024-0010650]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing four (4) Charitable Solicitation on the Public Way (Tag Day) permits for Illinois State Council Knights of Columbus Charities, National Audubon Society, Inc., American Civil Liberties Union, Inc. and Planned Parenthood Federation of America, Inc. (Or2024-0010650), 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 July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

- A. Illinois State Council Knights of Columbus Charities
September 12 -- 15, 2024 and September 19 -- 22, 2024 -- Citywide.

- B. National Audubon Society, Inc.
July 17, 2024 through June 30, 2025 -- Citywide.
- C. American Civil Liberties Union, Inc.
August 1, 2024 through December 31, 2024 -- Citywide.
- D. Planned Parenthood Federation of America, Inc.
August 15, 2024 through December 31, 2024 -- Citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- SETTLEMENT AGREEMENT REGARDING CASE OF VELEZ V.
CITY OF CHICAGO, ET AL.

[Or2024-0010655]

The Committee on Finance submitted the following report which received a *Do Not Pass* recommendation:

CHICAGO, July 17, 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: *Velez v. City of Chicago, et al.*, cited as Case Number 18-CV-8144 (Northern District of Illinois) (Or2024-0010655), in the amount of \$7,600,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee present on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0010649]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on May 16, 2022 and on subsequent dates, sundry claims for various refunds (CL2024-0010649), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes, on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

[List of denied claimants printed on pages 13763
and 13764 of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 07/17/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
ADAMS, MARIA L		4/27/24 12:00 AM		2024370576	OPEN AND OBVIOUS
ALQADI, MURAD M		4/6/24 12:00 AM		2024370590	TORT LIABILITY
BANKS, TONY D		4/30/24 12:00 AM		2024370610	YOUR CLAIM HAS BEEN REFERRED TO THE LAW DEPARTMENT
BENCHEK, BRIAN T.		3/17/24 12:00 AM		2024370659	TORT LIABILITY
BERTINO, BRIAN D.		5/6/24 12:00 AM		2024370665	GRANITE CONSTRUCTION COMPANY
BERTKE, TRAVIS H		4/7/24 12:00 AM		2024370618	TORT LIABILITY
BRAMLETT, LYNETTE T.		4/5/24 12:00 AM		2024370633	OPEN AND OBVIOUS, CONSTRUCTION POSTS AND CONES ARE
BRENSON, JOHNATHAN		4/26/24 12:00 AM		2024370582	TORT LIABILITY
CASTRONOVO, DOROTHY M		1/28/24 12:00 AM		2024370634	TORT LIABILITY
COX, WILLIE E		3/28/23 12:00 AM		2023370577	STATUS OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED.
DEL MUNDO, RAINN T		3/15/24 12:00 AM		2024370605	ILLINOIS DEPARTMENT OF TRANSPORTATION
DESCHENES, DESTINY L		4/16/24 12:00 AM		2024370571	CITY NOT LIABLE 3RD PARTY CONTRACTOR PLUMBING
DRAWANT, JEFFREY P		1/25/24 12:00 AM		2024370612	IDOT
DUMOT, BRANDON T		4/18/24 12:00 AM		2024370574	TORT LIABILITY
ENOCHIAN, ETHAN S		2/1/24 12:00 AM		2024370679	TORT LIABILITY
FALLENIOUS, SOREN C.		12/13/23 12:00 AM		2023370570	TORT LIABILITY
FRIEDLAND, DAVID B		2/20/24 12:00 AM		2024370657	IDOT
GAUSPOHL, CHRISTOPHER J.		5/6/24 12:00 AM		2024370678	TORT LIABILITY
GIL, VIRGINIA L		1/29/24 12:00 AM		2024370642	NO LEGAL PROVISION FOR PAYING YOUR CLAIM
HAMILTON, DONNA		3/26/24 12:00 AM		2024370540	CITY NOT LIABLE-3RD PARTY CONTRACTOR, RELIABLE
HEUBERGER, SUZANNE F		4/3/24 12:00 AM		2023370599	TORT LIABILITY
HONG, GWEN M		6/21/23 12:00 AM		2024370564	TORT LIABILITY
HUEZO, CARLOS R.		4/16/24 12:00 AM		2024370564	TORT LIABILITY
HUNT, RAKIYA		1/24/24 12:00 AM		2024370623	TORT LIABILITY
JEROSIMIC, DANA J		2/24 12:00 AM		2024370569	TORT LIABILITY
JUAREZ, JOSE M.		12/1/24 12:00 AM		2024370604	TORT LIABILITY
KENAN, JUSTIN A		3/22/24 12:00 AM		2024370587	TORT LIABILITY
KOENEN, BARBARA		4/9/24 12:00 AM		2024370684	TORT LIABILITY
KOLAR, DENNIS P		2/12/24 12:00 AM		2024370627	TORT LIABILITY
LACZKOWSKI, ABIGAIL R		4/8/24 12:00 AM		2024370638	THIRD PARTY RESPONSIBILITY ALDRIDGE ELECTRIC INC.
LAWRENCE-SHAW, PATRICE A.		4/9/24 12:00 AM		2024370545	RECORDS SHOW THAT THE CLAIMANT VEHICLE WAS TOWED
LI, TIE FENG		2/25/24 12:00 AM		2024370630	CROWN CASTLE FIBER LLC
MACIEL, ANTONIO		2/24 12:00 AM		2024370643	DUPLICATE CLAIM FILED: 2024370536
MALACHI, NIAMA T		12/30/22 12:00 AM		2024370656	94 EXIT RAMP/EXPRESSWAY
MALACHI, NIAMA T		5/16/22 12:00 AM		2022370645	STATUS OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED
MALACHI, NIAMA T		6/15/22 12:00 AM		2022370658	STATUS OF LIMITATIONS
MALACHI, NIAMA T.		11/18/23 12:00 AM		2022370680	STATUS OF LIMITATIONS EXPIRED
				2023370644	TORT LIABILITY

Denied Date: 07/17/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
MARCHANT, CYNTHIA A.		1/25/24 12:00 AM		2024370670	TORT LIABILITY
MAXSON, JEFFREY L.		1/8/24 12:00 AM		2024370689	TORT LIABILITY
MCILWEE, SEAN T		2/17/24 12:00 AM		2024370611	TORT LIABILITY
MERCADO, LUIS D		1/14/24 12:00 AM		2024370614	DUPLICATE CLAIM#: 2024370485
MILITANTE, ELMA J		1/17/23 12:00 AM		2023370652	NO LEGAL PROVISION FOR PAYING YOUR CLAIM
MULLIGAN, MICHAEL J		4/17/24 12:00 AM		2024370583	TORT LIABILITY
MURPHY, BRIAN		12/29/23 12:00 AM		2023370580	TORT LIABILITY
MYRTHIL-DICKERSON, CAROLE		1/26/24 12:00 AM		2024370566	I-55 EXPRESSWAY FILE CLAIM WITH ILLINOIS DEPARTMENT OF
NAJAFI, MEHRAB		3/12/24 12:00 AM		2024370653	CLAIM OVER \$2,500. REFERRED TO LAW UNIT CCM5I.
NIZINSKA, GRAZYNA N		1/12/24 12:00 AM		2024370598	280 EXPRESSWAY FILE WITH ILLINOIS DEPARTMENT OF
ORR, DERRICK L		4/13/24 12:00 AM		2024370606	TORT LIABILITY
PASCHAL, KAREN		2/5/24 12:00 AM		2024370567	TORT LIABILITY
PELAEZ, ANTOINETTE		4/1/24 12:00 AM		2024370686	THE CITY OF CHICAGO IS NOT LIABLE. PLEASE FILE WITH IDOT.
PONDEL, JOSIE C.		4/19/24 12:00 AM		2024370625	TORT LIABILITY
QUINONES, RITCHIE C		3/3/24 12:00 AM		2024370554	RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE
ROBINSON-BOYD, CHINA L.		6/4/24 12:00 AM		2024370669	COMED NORTH
ROCHE, DONNA M		12/22/23 12:00 AM		2023370421	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
RODRIGUEZ, NADIA I		4/26/24 12:00 AM		2024370671	TORT LIABILITY
ROJAS, MARTHA C		2/8/24 12:00 AM		2024370548	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
RUSSELL-SANDERS, KATHERINE		4/4/24 12:00 AM		2024370597	TORT LIABILITY
SABIN, ADAM N		1/23/24 12:00 AM		2024370596	TORT LIABILITY
SALGADO, PEDRO		1/24/24 12:00 AM		2024370655	DUPLICATE CLAIM#: 2024370446
SHAH, DEEP M.		3/27/24 12:00 AM		2024370636	TORT LIABILITY
SHIVERS, MICHAEL		4/28/24 12:00 AM		2024370682	TORT LIABILITY
SHUBERT, FRANK T		7/29/23 12:00 AM		2023370420	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
SIMS, DEON D		4/4/24 12:00 AM		2024370681	TORT LIABILITY.
SOTOS, VASILIOS T.		2/21/24 12:00 AM		2024370687	TORT LIABILITY
STATE FARM MUTUAL AUTO INS		12/22/23 12:00 AM		2023370637	DUPLICATE CLAIM FILED: 2023370421
STERN, RICHARD W.		4/1/24 12:00 AM		2024370654	PLEASE FILE WITH CHICAGO TRANSIT AUTHORITY
VETOSHKIN, SERGEY		2/4/24 12:00 AM		2024370689	TORT LIABILITY
VILLAS OF EDISON PARK CONDO		10/19/23 12:00 AM		2024370619	TORT ACT
WALSH, AMY L.		5/18/24 12:00 AM		2023370581	TORT LIABILITY
WASHINGTON, RAYFORD G		1/26/24 12:00 AM		2024370690	TORT LIABILITY
WEATHERSPOON, HENRY		12/29/23 12:00 AM		2024370573	ONTIME EXPEDITING OR KLF ENTERPRISES INC.
WHITE, TATIANA B		8/1/23 12:00 AM		2023370667	NO RESPONSE FROM CLAIMANT
WILEZYNSKI, JOSEPH		2/10/23 12:00 AM	06/21/2023	2023370395	CLAIM PAID OUT BY CGU (LAW DEPARTMENT)
WILLIAMS, ROBIN R		9/27/23 12:00 AM		2023370437	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE

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

[F2024-0010651]

The Committee on Finance submitted the following report:

CHICAGO, July 17, 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 June 2024 (F2024-0010651), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 15, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.

LEASE AND LICENSE AGREEMENT WITH HFF HPH SK ORD T5, LLC FOR OPERATION OF FOOD AND BEVERAGE CONCESSIONS AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2024-0010130]

The Committee on Aviation submitted the following report:

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Aviation, for which a meeting was held on July 9, 2024, recommends passage of an ordinance (O2024-0010130) authorizing the execution of a concession lease and license agreement at Chicago O'Hare International Airport for individual leasing and licensing with HFF HPH SK ORD T5, LLC, Concessionaire introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, §6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The Airport provides its employees, airport-tenants' employees, air carrier passengers and members of the public with many amenities, such as shopping, dining and other service needs; and

WHEREAS, To provide first-class service and quality food and beverage concessions to passengers and employees, to create a signature, distinct dining concept for Terminal 5, and to provide business opportunities for airport concessions disadvantaged business enterprises, the City issued a request for proposals to provide a food and beverage concession in Terminal 5 of the Airport; and

WHEREAS, The City desires to enter into lease and license agreement ("Agreement") with HFF HPH SK ORD T5, LLC ("Concessionaire"), for the Concessionaire to operate a food and beverage concession at the Airport substantially in the form of the agreement attached hereto as Exhibit A; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Commissioner of the Chicago Department of Aviation ("Commissioner") hereby authorized to execute an agreement with Concessionaire in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Concession Lease And License Agreement Between The City Of Chicago
(Chicago Department Of Aviation) And HFF HPH SK ORD T5, LLC
At Chicago O'Hare International Airport.*

This Concession Lease and License Agreement ("**Agreement**") is entered into as of _____, 20____ ("**Effective Date**"). The Agreement is by and between HFF HPH SK ORD T5, LLC, an Illinois limited liability company ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes terminals 1, 2, 3, 5, a multimodal facility and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") on (November 22, 2022) for food and beverage concessions to be located at the Airport in Terminal 5, and Tenant responded with a proposal to operate a concession featuring a restaurant in Terminal 5. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a concession and a lease to operate the concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Commissioner. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Commissioner. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 **Incorporation of Background.** The background set forth above is incorporated by reference as if fully set forth here.

2.2 **Incorporation of Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Space(s) and Confirmation(s) of DBO
Exhibit 2	Rent
Exhibit 3	Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Products and Price List
Exhibit 6	Form of Letter of Credit
Exhibit 7	Insurance Requirements
Exhibit 8	ACDBE Special Conditions and Related Forms
Exhibit 9	MBE\WBE Special Conditions and Related Forms
Exhibit 10	Design and Construction Standard Operating Procedures-Concessions
Exhibit 11	Economic Disclosure Statements and Affidavits
Exhibit 12	Airport Concessions Program Handbook
Exhibit 13	Liquidated Damages

ARTICLE 3 DEFINITIONS

3.1 **Interpretation and Conventions.**

- A. The term "**include**" in all of its forms, means "include, without limitation," unless the context clearly states otherwise.
- B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.
- E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.
- F. Whenever time for completion or performance is listed as "days", if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Rent" has the meaning set forth in Section 7.1.

"Additional Space" means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1 but does not include Relocation Space. Additional Space, if any that is offered to Tenant is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space, and the concept of Additional Space is solely for the benefit of the Airport's concession program.

"Affiliate", except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

"Airport Concession Program Handbook" means the handbook developed by the

CDA to govern the uniform operation of the concessions' programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Airport Transit System" means the automated transit rail system that serves terminals and parking structures.

"Base Rent" means the fee payable by Tenant for the Lease, equal to the amount as set forth on Exhibit 2.

"Chief Procurement Officer" means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on the Chief Procurement Officer's behalf.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on the Commissioner's behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management Representative is expressly authorized to do so.

"Common Areas" means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on the Comptroller's behalf.

"Concession" means Tenant's business of offering the Products identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

"Concession Management Representative" or **"CMR"** means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

"Construction Documents" means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

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

"Date of Beneficial Occupancy" or **"DBO"** means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 180 days after the Delivery Date of the Retail Space in question;
- B. the date that is 180 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20 or delays otherwise beyond Tenant's control. Under no circumstance can this date exceed 60 days beyond the date established in A. above.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written "Confirmation(s) of DBO" shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

The Date of Beneficial Occupancy for any Storage Space is the Delivery Date for that Storage Space.

"Default Rate" means 12% per annum.

"Delivery Date" means the date upon which the City gives Tenant possession of the Retail Space or Storage Space in question, which such date the City shall set forth in writing.

"Department" means the Chicago Department of Aviation, also known as CDA.

"Design and Construction Standard Operating Procedures- Concessions Projects" or "C-SOP" means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

"Development Plan" means, as further described in Section 5.5, the Tenant's conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3. The Development Plan may be updated from time to time without the need to amend the Agreement.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.11 for the

Tenant's use of a centralized distribution and storage facility.

“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 (“EPCRA”), 42 U.S.C. Section 11001 et seq.; the Toxic Substances Control Act (“TSCA”), 15 U.S.C. Section 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. Section 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. Section 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. Section 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 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 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.

“Event of Default” has the meaning set forth in Article 9.

“Food Court Common Area” means the space immediately adjacent to specific Retail Spaces where shared seating is provided to the public.

“Gross Revenues” or **“gross receipts”** means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, all mail or telephone orders received or filled at or from the Leased Space, all deposits not refunded to purchasers, all orders taken in and from the Leased Space, including catalog and on-line sales whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross

Revenue;

- C. bona fide transfers of Products to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business;
- G. receipts from the sale of grease or other scrap material resulting from Tenant's operations at the Leased Space;
- H. payments made to Tenant by subtenants for services provided by Tenant for the operation of the Leased Space; for the avoidance of doubt, this provision shall not relieve Tenant from its full obligation to pay to City the agreed Percentage Fee on all Gross Revenues of subtenants or rents paid by subtenants to Tenant;
- I. the amount of any tips paid or given by customers to employees of Tenant; and
- J. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, Products, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

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

"**Imposition**" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"**Improvements**" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described, along with

a budget of Improvement Costs and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of the Improvements. The minimum Improvement Costs must not be less than 95% of the budgeted Improvement Costs included in the approved Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written Confirmation of DBO that will be attached to Exhibit 1 upon approval by the Commissioner. Whenever this Agreement refers to amortization of Improvement Costs for a Leased Space, such amortization will be calculated on a monthly straight-line basis over the term of the Agreement from the DBO of the Leased Space in question, and the amount being amortized will be the actual Improvement Costs for that Leased Space as memorialized in the Confirmation of DBO for that Leased Space.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary, typically operated as a walk-up, quick serve facility often with other Retail Spaces directly adjacent or in-line to the left or right or both.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against a wall.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of

the “Percentage Fee” or “Minimum Annual Guarantee” as set forth in Section 7.1 and Exhibit 2.

“**Marketing Fee**” means the Tenant’s contribution for promotions at the Airport, as set forth in Section 4.10.B.

“**Minimum Annual Guarantee**” or “**MAG**” means the minimum amount payable each Lease Year for the License Fee. If this Agreement covers more than one Retail Space, Exhibit 2 must prorate the MAG for the Agreement among the various Retail Spaces in proportion to their anticipated Gross Revenue volumes. The MAG for each Retail Space will commence upon the DBO for that Retail Space.

“**Other Regulated Material**” shall mean any Waste, Contaminant, or any other material not otherwise specifically listed or designated as a Hazardous Substance, that 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 or asbestos-containing materials in any form or condition, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material or by-product material, mold, materials known to contain per- and polyfluoroalkyl substances (“PFAS”), or is a hazard to the environment or to the health or safety of persons.

“**Percentage Fee**” means the product of the Percentage Fee Rate and Gross Revenues.

“**Percentage Fee Rate(s)**” has the meaning set forth in Exhibit 2.

“**Products**” means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Products identified in Exhibit 5 and is not permitted to sell any items or types of items not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

“**Relocation Space**” means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner pursuant to Section 5.1.

“**Rent**” means all amounts payable by Tenant in connection with this Agreement, including but not limited to Base Rent, License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City’s requirements for Concession operations.

“**Retail Space**” means a Leased Space used by Tenant for the sale at retail of Products, including any Additional Space or Relocation Space used for that purpose.

“**Shell and Core**” means those improvements to the Leased Space to be completed by

the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

“Storage Space” means a Leased Space used by Tenant for storage of Products inventory to support a Retail Space. No Products may be sold to the public from Storage Space.

“Subcontractor” means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

“Subcontracts” means all oral or written agreements with Subcontractors.

“Sustainable Airport Manual” or “SAM” means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

“Term” means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the tenth anniversary of the DBO of the Retail Space to open for business, excluding any Retail Space that is Additional Space or Relocation Space.

“Terminals” has the meaning set forth in the recitals of this Agreement.

“Third Party Use Agreement” has the meaning set forth in Section 4.4(I).

“Use Agreements” means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

“Value Pricing” has the meaning set forth in Section 4.3.

“Waste” includes 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.

“Work” means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 **Concession License and Lease.** As of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and, upon delivery of the Leased Space or portion thereof, a Lease to operate the Concession from the Leased Space so delivered. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 **No Subleases, Assignments or Other Uses.** Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Space(s). Accordingly, Tenant acknowledges that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 Products and Value Pricing.

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Products that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Products that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must within 5 days provide the Commissioner with a complete list of all Products and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3.

B. Tenant must stock a sufficient amount of each item comprising its Products within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's patrons. The Products must be new, fresh and of top quality. Tenant must store Products inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. The City has established a Value Pricing policy for all Tenants at the Airport. The policy generally requires Tenants to charge a price for a product or service at the Airport as the same price charged for the same product or service at similar stores in the City (each hereinafter referred to as a "Benchmark Store"). Benchmark Stores will be proposed by the Tenant subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Tenant or its subtenants currently operate the exact other locations in the City of Chicago, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a news and gift store where Tenant or its subtenant currently operate a same-brand location in the City of Chicago, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Tenant to propose that location as a Benchmark Store. In such a case, the Value Pricing policy prohibits mark-up of pricing higher than that of the applicable Benchmark Store because that store already is in a transportation center.

D. Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and subtenants shall comply, to restrict overcharging and price gouging by subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the established Value Pricing.

Tenant must submit to the CMR, within 30 days after the end of each Lease Year, or as requested

from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Tenant and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Tenant, Tenant shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five days will constitute an Event of Default.

Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, in amounts as outlined in Exhibit 13.

E. At any time, the Commissioner or the CMR may review the quality of the Products then being offered for sale by Tenant and require reasonable improvements in quality of the Products or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall within 5 days rectify or modify the quality of the Products or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 13.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Failure to operate the concession as included in the Development Plan, attached as Exhibit 3, constitutes an Event of Default. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade names, that which is identified in its response to the RFP or other trade name approved by the Commissioner.

B. Due to the nature of the concession, Tenant is not authorized to install and operate any coin, card, token or otherwise activated vending machines as part of the Tenant's Development Plan unless otherwise approved by the Commissioner.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner or the CMR has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner or CMR (or immediately upon receipt of such a notice if the Commissioner or CMR deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner or CMR would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, as outlined in Exhibit 13 per Retail Space for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must offer payment systems that are widely accepted in the industry for the sale of all Products. Tenant must offer a receipt, which may be virtual, with each purchase. Failure to comply with this Section will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, if Tenant is found to prohibit the acceptance of the above payment option, the City may assess, as liquidated damages and not as a penalty for non-compliance as further defined in Exhibit 13.

F. Tenant's Concession must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with PCI Standards in effect and related to the Concession, at such time, must be reported to the City within 24 hours of the Tenant's knowledge of such event.

Tenant's failure to be in compliance with the PCI Standards with respect to its Concession on numerous occurrences (more than one) shall be an Event of Default under this Agreement.

G. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

H. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

(i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;

(ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess liquidated damages against Tenant, and not as a penalty: as outlined in Exhibit 13. Tenant's failure to perform either (A) or (B) for a period of 30 days or more will be grounds for the City declaring an Event of Default pursuant to Article IX, in which event Tenant will have no longer than 10 days to cure the Event of Default.

I. Tenant, or Tenant's subtenant approved pursuant to Section 4.2, shall at all times operate the Concession. To the extent Tenant utilizes a third party to operate the Concession, Tenant shall, at all times during the Term: (i) be licensed or permitted by such third party to operate the concession, (ii) provide the City with copies of any agreements or other evidence the City may reasonably request demonstrating such arrangement ("Third Party Use Agreements"), (iii) comply in all material respects with the terms and conditions of Third Party Use Agreements, unless Tenant's compliance with such terms and conditions would cause Tenant to breach its obligations hereunder, (iv) not be in default under any Third Party Use Agreement, (v) notify the City in writing immediately upon notification by any party to a Third Party Use Agreement of Tenant's breach under such or termination of any Third Party Use Agreements. Failure to comply with this Section 4.4(I) shall be an Event of Default under this Agreement.

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space shall be

open, at a minimum, from 5:30 a.m. until 10:30 p.m. daily, to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. Concession may close periodically for restocking, cleaning and routine maintenance. Closure times must be during daily periods of lowest passenger traffic volumes at the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Airport's flight schedules. The Retail Space must be open, as stated above, unless otherwise approved by the Commissioner or CMR in writing. The Tenant is required to allow access to the Retail Space, 24 hours per day, 365 days per year.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amounts as outlined in Exhibit 13 per Retail Space, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A staff member for each concession location must be physically available during all hours of operation.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Tenant selects. Tenant may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard

uniforms. The City is entitled at any time to direct Tenant to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Leased Space. Tenant must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Tenant permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Tenant must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

(v) In the event that Tenant was not the existing tenant in the Leased Space prior to the Effective Date, Tenant and its subtenants, if any, will work cooperatively in attempting to retain existing concession employees working in the Leased Space. This will be accomplished by giving the existing concession employees working in the Lease Space prior to the Effective Date preferential interviews for jobs in the Leased Space during the term of this Agreement.

(vi) Tenant acknowledges that failure to comply with the provisions of this Section 4.6(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in the Commissioner's sole discretion that the General Manager is not performing up to standards

consistent with the fulfillment of Tenant's obligations after providing Tenant notice.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to ensure compliance of all Subcontractors with those regulations and with the other requirements of this subsection and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminal or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term.

(i) Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the City or CMR may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's or CMR's pest control contractor. Tenant must furnish the Commissioner and CMR a copy of its pest control contract and service records upon request.

(ii) Tenant must, at its own expense, keep the exhaust system, including all risers,

pipng and fans used in connection with the exhaust systems, whether located in or outside of the Leased Space, and all other pipes or ducts used by Tenant, including black iron duct, in good repair and so as to meet the highest standards of cleanliness, health, and safety, in a manner consistent with the operation of a first- class Concession and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction. Tenant must not permit any grease to be discharged into the City's plumbing lines. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. Tenant must keep the exhaust fan in good condition and repair so as to provide at least the air flow velocities required by applicable codes and regulations. Without limiting the foregoing, Tenant must clean black iron duct twice yearly, or more often as may be required by any local governmental codes, regulations or officials, insurance requirements or applicable industry standards, whichever is more restrictive.

Tenant must maintain all fire detection and fire suppression systems and mechanisms in accordance with all applicable laws, codes and the requirements of all applicable policies of insurance and insurance inspectors and of the City. Tenant must not cause or permit any damage to insulation and fire protection materials surrounding the black iron duct. In addition to Tenant's obligation to maintain utility lines in the Leased Space as set forth in Section 4.8 below, Tenant must install and maintain in good working order and in accordance with the rules and regulations of all insurers and applicable laws, codes, and regulations of any governmental authority, all fire extinguishing systems in the Leased Space.

Upon request, Tenant must provide CMR with monthly repair and maintenance reports detailing all repair and maintenance undertaken with respect to its Leased Space. In the event that such repair and maintenance reports indicate that Tenant is not complying with its repair and maintenance obligations, it shall be an Event of Default. In addition to any other remedies available to the City, if Tenant fails to undertake required repair or maintenance within 5 days after receiving notice from the Commissioner (or such shorter time as may be required due to health or safety reasons) the City may undertake the required repair or maintenance through a City contractor or its own forces and charge Tenant the reasonable cost thereof as Additional Rent.

(iii) To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

(iv) Any damage to property of the Airport or property of other tenants arising out of Tenant's failure to perform its maintenance obligations is expressly deemed a "Loss" subject to Tenant's indemnification obligations under Section 8.2.

(v) Tenant acknowledges that failure to comply with the provisions of this Section 4.7(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Food Court Common Areas.

To the extent that any of Tenant's Retail Space is located adjacent to a Food Court Common Area, the following provisions apply to such Retail Space:

(i) Tenant has the non-exclusive right to use the Food Court Common Area, in common with other tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use does not include the right to wait on customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Tenant must comply with these policies.

(ii) Tenant must at all times in operating its business in the Retail Space abide by all rules and regulations applicable to tenants whose customers use the Food Court Common Area including those relating to: (a) the health and sanitary conditions of the Retail Space, the Food Court Common Area and the employees of Tenant; (b) standards and quality of Products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Tenant and all other tenants whose customers use the Food Court Common Area.

(iii) The City will be responsible for the operation, repair and maintenance of the Food Court Common Area. Food Court CAM Costs include all costs incurred by the City in the repair and maintenance of the Food Court Common Area, including corridors and seating areas, and include, but are not limited to costs of: painting; cleaning; trash and grease removal; operation, maintenance and repair and replacement of all lighting, electrical, plumbing, HVAC and other mechanical and utility systems; cleaning and retrieval of trays; water, power, gas and sewerage charges; wages and salaries (including employee benefits, unemployment, Social Security and Medicare, and any other payroll taxes) for employees performing operation, maintenance and repair of the Food Court Common Area; materials, equipment, supplies and services purchased for operation, maintenance and repair of Food Court Common Area; required permits and licenses; reasonable straight-line depreciation of movable equipment (including tables and chairs) used in the operation, maintenance or repair of the Food Court Common Area; rental of any equipment used in the operation, maintenance or repair of the Food Court Common Area; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of the Food Court Common Area. Neither the City nor any company, firm or individual operating,

maintaining, managing or supervising the Food Court Common Area, nor any of their respective agents or employees, are or will be liable to Tenant or to any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damage, injuries, losses expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in furnishing services relating to operation, maintenance and repair of the Food Court Common Area, nor will any such interruption or discontinuance be deemed a disturbance of Tenant's use or possession of the Leased Space or any part of it; nor will any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Agreement. Tenant is responsible for providing seating and chairs for Food Court Common Area directly adjacent to Tenant's Leased Space.

4.8 Utilities.

A. Tenant must pay for all utilities furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing. Notwithstanding the foregoing, in the event that water/sewage is not separately metered, the City may charge Tenant for water/sewage based on a reasonable estimate of usage given the nature of the Concession.

B. In addition to payment for utility service, Tenant must maintain utility lines to the Leased Space as follows:

(i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve both the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that exclusively serve the Leased Space; and

(ii) where such utility lines are entirely for the exclusive service of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point of the utility to the Terminal(s). Alternatively, the City may, at the Commissioner's sole discretion, maintain such utility lines and charge Tenant the reasonable cost of the maintenance.

(iii) Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, recycling and other waste created by its Concession operations and for their disposal at a centrally located collection area within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage, recycling and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage, recycling and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar

items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash, including but not limited to those policies, rules and regulations incorporated in the Airport Concessions Program Handbook and the Sustainable Airport Manual. Tenant must separate and appropriately dispose of recyclable and non-recyclable waste, including organic materials. Recyclable waste includes newspaper, unsoiled paper products, cardboard, plastic, aluminum and glass. Tenant is encouraged to use service goods made from recycled and recyclable materials. All recyclable waste will be disposed at the direction of the CDA. The CDA may also require sorting and disposal of compostable/organic wastes, including food scraps and soiled paper products. Tenants must therefore also provide for the separation of pre-consumer compostable/organic waste for composting. Tenants are expected to fully comply with CDA's waste recovery program by sorting, to the maximum extent possible, recyclable and compostable waste from that which will be sent to landfill.

C. Tenant acknowledges that any failure to comply with the provisions of this Section 4.9 may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Products sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession. Tenant acknowledges that any failure to comply with this Section 4.10(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Marketing and Advertising Fund. The Department operates a marketing fund

(“Fund”) for the purpose of financing a program for advertising and promoting Concessions at the Airport. The Program may include advertising, media placements, special events, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from the Tenant and other tenants at the Airport. Tenant will contribute an amount of one-half of one percent (0.5%) of Gross Revenues per Lease Year to the Fund. All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Tenant shall make its contributions to the Fund monthly in arrears concurrently with its Rent payment under this Agreement.

The City may, but is not required to, contribute to the Fund. Tenant has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

4.11 **Distribution and Storage; Deliveries.**

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curb front for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or the Commissioner’s designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area (“AOA”) must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. O’Hare. There is currently no central distribution and storage facility at O’Hare; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner’s sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party contractor selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Tenant must pay the City, or the third-party operator, Tenant’s proportional share of the cost for deliveries to and distribution from the facility (“**Distribution Fee**”) as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be Additional Rent.

C. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at either Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

(i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;

(ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;

(iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery, or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;

(v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

(vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

(viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

(ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement, including but not limited to the Airport Concession Handbook, and exercise any rights granted to City or retained by City in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;

(x) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.

(xi) Promulgate from time-to-time rules and regulations regarding the operations at the Airport; and

(xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the Commissioner's sole option. If any sprinkler work requires a temporary shut-down and/or drainage of the sprinkler system or portion thereof in the Terminal, Tenant must pay an up-front fee of \$500 per occurrence in the form of a certified check or money order.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective

Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. Tenant must confine all of its Concession operations to its Leased Space. Any conduct of Concession operations outside of Tenant's Leased Space is an Event of Default.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 1. Retail Space is to be used for the sale of Products at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Products. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

(i) During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether the Additional Space is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the proposed Improvements and the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed Improvements and increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Tenant is**

solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion. TENANT HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.

- (iii) The Commissioner reserves the right to limit the maximum aggregate amount of Retail Space that may be offered to a Tenant as Additional Space.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

- (ii) If a Retail Space is being relocated and the Relocation Space has, in Tenant's reasonable business judgment, diminished size, visibility, and/or exposure to passenger traffic in comparison to the Retail Space being vacated, Tenant may so notify the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. Such notice must detail with reasonable specificity why Tenant believes that the Relocation Space is not comparable to the Retail Space being vacated and the projected adverse impact on Tenant's sales. Tenant and Commissioner may thereafter negotiate an adjustment in the Percentage Fee and/or the Minimum Annual Guarantee for the Relocation Space to reflect the differences in size, visibility, and/or passenger traffic. If the Tenant and Commissioner fail to agree on such an adjustment or if Tenant otherwise rejects the Relocation Space, then the Lease for the Retail Space being vacated will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the Retail Space being vacated. Further, if the Lease of the Retail Space being vacated is terminated, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being

vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 **Title to Property in the Leased Space.** Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 **Shell and Core.** The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 **Tenant's Improvement Obligations.**

A. **Retail Space and Storage Space.** Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(I).

B. **Additional Space.** Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. **Temporary Relocation Space and Additional Space.** The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's

sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space or Additional Space useable.

D. Improvement Costs. Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit 1.

5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

(i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

(ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

(iii) the Design and Construction Standard Operating Procedures- Concessions Projects ("C-SOP") C-SOP, the Airport Concession Program Handbook, and the Sustainable Airport Manual.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the C-SOP, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the C-SOP, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the C-SOP and applicable building codes and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the C-SOP, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

In addition to the requirements set forth in the C-SOP, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It describes and depicts the Tenant's thematic concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and its other submission requirements as set forth in the C-SOP. The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space, the budgeted Improvement Costs for each Retail Space, and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 30, 60, 90 and 100 Percent Design Phase. Tenant must submit to the Commissioner its proposed 30, 60, 90, 100 Percent design drawings and specifications prepared as required under the C-SOP. The C-SOP outlines the timing and expectations for submissions at each percentage of the design phase. The C-SOP also provides the timing of the review by the Commissioner. Tenant must adhere to the time required to respond to the Commissioner's comments as outlined in the C-SOP. If Tenant fails to provide acceptable designs, after 5 attempts, an Event of Default can be declared by the Commissioner.

E. Start of Construction. For each portion of the Leased Space, within 10 days after the latest of occur of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

(i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.

(ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.

(iii) Except as otherwise provided in this Agreement, must be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the C-SOP.

(iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute the Commissioner's or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

F. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

G. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform.

H. Notice of Substantial Completion and Inspection. At least 10 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion" in order for the Commissioner to schedule a representative to inspect the Improvements. On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punch list to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause

all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

I Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, or day-to-day extensions for delays caused by a force majeure event pursuant to Section 11.20, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the scheduled Date of Beneficial Occupancy in the Development Plan:

(i) Tenant must pay the City liquidated damages at the rate of \$250 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and

(ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from Kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

(iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

(iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punch list items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$200 per day per punch list item not timely completed; and

(v) if Tenant is permitted to open for business but any punch list items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:

- a. complete the punch list Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or

- b. close the affected Retail Space until all outstanding punch list items are completed.

J. Post-construction Documentation. Tenant must submit a complete set of “as-built” drawings and documentation as outlined in the C-SOP to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant’s trademarks, trade names or trade dress contained in them.

K. Mechanics’ Liens. Tenant must not permit any mechanics’ lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant’s leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics’ liens against any portion of the Leased Space, the Airport, Tenant’s leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor’s materialmen and workmen. If, nonetheless, any such mechanics’ lien is filed upon any portion of the Leased Space, the Airport, Tenant’s leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of the mechanic’s lien and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, upon request by the Commissioner, Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant’s leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in his or her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in the Commissioner’s sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

L. Mid-Term Refurbishment. Tenant must budget and expend such funds as necessary to undertake a mid-Term refurbishment of each Retail Space during or about the middle of the Term in order to ensure that each Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, and inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, and upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant.

5.6 **Damage or Destruction of Improvements.**

A. **Insubstantial Damage.** If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. **Major Damage.**

(i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

(ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

(iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

(iv) If this Agreement is not terminated in accordance with paragraphs (B) (ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.

(v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must

deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.

(vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If Tenant's available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of any Work in excess of \$100,000 in Improvement Costs, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City, and 7.5% of the total work hours (which may be included on the 50%) must be performed by project area residents: residents of neighborhoods surrounding the Airport. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "Actual residents of the City" means persons domiciled within the City. The

domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically to the Commissioner and must 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.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, and the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant 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% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will 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 Tenant and/or the Subcontractors to prosecution. The City may draw against the security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as 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, as applicable.

G. **Inclusion in Subcontracts.** Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 **Licensing of General Contractor.** This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant’s failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 **Prevailing Wages.** In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 **Subcontractor Certifications.** Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

“Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)”

5.11 **MBE/WBE Compliance.** Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises (“MBE/WBE”) in the design (including professional services) and

construction of Tenant's Improvements, respectively: (i) Design: 26% MBE and 6% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant's Contractors. Tenant must submit to the CMR completed Schedules C's and D's from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

ARTICLE 6 TERM OF AGREEMENT

6.1 **Term.** The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 **Holding Over.**

A. **With consent.** Any holding over after expiration of the Term with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant's failure to do so shall be deemed a holding over without consent under (B).

B. **Without consent.** If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, including but not limited to any costs incurred by the City to evict Tenant, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and proprietary trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place (excluding proprietary property which Tenant shall retain and remove). As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 **Eminent Domain.**

A. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

6.6 **Early Termination.** Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the Leased Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate that portion of Leased Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Leased Space. In the event of such early termination, the City shall pay to Tenant a "Leased Space Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs with respect to the Leased Space being terminated, depreciated using the monthly straight-line method over the term of the lease commencing on the Date of Beneficial Occupancy of the Leased Space being terminated; and (ii) a sum equal to Gross Revenues earned by Tenant from the Leased Space being terminated during the four (4)-month period immediately preceding the termination date, less the Rent payable to the City for that period. Upon Tenant's receipt of the Leased Space Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 7 RENT AND FEES

7.1 **Rent Payable.**

A. In consideration of Tenant's Lease of the Leased Space and the License to operate

its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees (collectively, “Rent”) as follows:

(i) Base Rent: Beginning as of the Delivery Date of any portion of the Leased Space, the Base Rent for such Leased Space as set forth on Exhibit 2. The initial Base Rent applicable to each Leased Space will increase in each succeeding License Year by 3% following the initial License Year compounded annually. The annual Base Rent is payable in monthly installments and will be prorated for any partial Lease Year.

(ii) License Fee. Beginning as of the first Date of Beneficial Occupancy of a Retail Space, an amount equal to the greater of a. or b.:

- a. Percentage Fee. The “Percentage Fee” is an amount equal to the product of the Percentage Fee Rates and Gross Revenues.
- b. Minimum Annual Guarantee. There is no “Minimum Annual Guarantee (MAG)” or “MAG” for the first and second Lease Years of the Term. The Minimum Annual Guarantee will be established beginning in the third Lease Year at an amount equal to 85% of the Percentage Fee payable in the second Lease Year. In the subsequent Lease Years of the Term, the MAG will equal 85% of the License Fee calculated for the prior Lease Year but will never be less than the MAG established in the third Lease Year.

In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then Exhibit 2 must apportion the MAG payable for the entire Agreement among the various Retail Spaces. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year.

(iii) Pre-Construction License Fee. In the event Tenant conducts, with the Commissioner’s approval, concession operations in any portion of the Retail Space prior to the construction of the Improvements, then the “Pre-Construction License Fee” is an amount equal to 20% of Gross Revenues during each calendar month (or portion thereof) from the Delivery Date through the DBO of the Retail Space.

(iv) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent. Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant’s leasehold, Tenant’s Concession business or upon Tenant’s personal property, including but not limited to all permit fees and charges of a similar

nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "**Impositions**"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by the City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Delivery Date of the first Leased Space and continuing throughout the Term, Tenant must pay to the City the monthly installment of Base Rent owed pursuant to Section 7.1(A)(i).

B. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the DBO of the first Leased Space and continuing throughout the Term, Tenant must pay to the City:

(i) that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(ii)(b);

C. On or before the 15th day of each month, beginning the month following the

month in which the DBO of the first Leased Space occurs, Tenant must pay the City:

(i) the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(ii)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;

(ii) the Marketing Fee, Distribution Fee and Additional Rent, if any, based on the Gross Revenues of the preceding month or pre-determined amount; and

(iii) any other charges payable to the City.

D. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 **Material Underpayment or Late Payment.** Without waiving any other remedies available to the City, if:

(i) Tenant underpaid Rent due in any calendar year by more than 5%, or

(ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 **Reports.**

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Daily and/or Weekly. Tenant will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by day, daypart (breakfast, lunch, dinner and late/overnight), selling category and by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the

Commissioner. In addition to providing the City the foregoing daily and/or weekly reports, if requested, Tenant shall make all such reports available in an electronic, searchable format acceptable to the City. The City may require Tenant to provide such electronic, searchable reports more or less frequently than other reports requested pursuant to this subsection.

C. Annually or more often.

(i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

(ii) The annual statement must include a breakdown of Gross Revenues on a month-by-month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

“We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [_____] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated __. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$__ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended__.”

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant’s opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant’s books and records and to prepare the statements at Tenant’s expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 **Books, Records and Audits.**

A. Except as provided below, Tenant must prepare and maintain at its office full,

complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, including but not limited to Gross Revenues generated by sales of Products for cash, debit, check, gift certificate, credit, or any other form of compensation, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of Products, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, all receipts, whether in physical form or electronic, from the sale or other transaction. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of Products at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the

Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

(i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event, and if

(ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 **Revenue Control.** Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System, provided, in no event shall Tenant be required to disclose customer data in contravention of applicable laws. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing.

7.7 **Lien.** In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, but excluding any Products that is subject to floor plan financing, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 **Insurance.** Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 7 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 **Indemnification.**

A. Except where this indemnity clause would be found to be inoperative or

unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. (“**Anti-Indemnity Act**”), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. “**Losses**” means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel’s option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 et seq or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City’s own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant’s duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 business days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must equal a) until the third full Lease Year of the Term, \$25,000, and b) during and after the third full Lease Year of the Term,

25% of MAG established in the prior Lease Year in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. If a letter of credit is provided as the form security, it will be required to be adjusted throughout the Term, as the MAG increases or decreases. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

(iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, which such Event of Default remains uncured after any applicable cure period, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default; provided, the Commissioner is not entitled to draw on the Letter of Credit if such Event of Default permits cure and has been cured.

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not expressly allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without

the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it as required herein.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

- (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
- (ii) fails to pay its debts generally as they mature; or
- (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or
- (iv) makes a general assignment for the benefit of creditors, or
- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an

arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this

Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 Commissioner's Right to Perform Tenant's Obligations.

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("Self-help"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

(i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

(ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

(iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any

purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of

the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (L) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement.

B. Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

(i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court,

administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

(ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant 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 with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of

Tenant's directors, officers, members, or partners:

(i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;

(ii) have no outstanding parking violation complaints or debts, as the terms are defined in § 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;

(iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;

(iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

(v) are not delinquent in the payment of any taxes due to the City; and

(vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(ii) the nature of the Concession license being granted;

(iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;

(iv) the general conditions that may in any way affect this Agreement or its performance;

(v) the compensation provisions of this Agreement; or

(vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit (“EDS”) for itself and EDS(s) for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which have been scanned for viewing on the City’s website. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a “no change” affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City’s Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court

or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, and unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

(i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

(ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

(iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's

(or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

(iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

(v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

(vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

(vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial

condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgement.

(viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

D. Assignment of Subleases, Sublicenses and Subcontracts.

(i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9;
or
- b. in the event of the issuance and execution of a dispossess warrant or of

any other re-entry or repossession by the City under the provisions of this Agreement; or

c. if an Event of Default exists.

- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 **Compliance with Laws.** Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with § 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 *et seq.* Ineligibility under § 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with § 11-4-1600(e) of the Municipal Code, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

7-28-390	Dumping on public way—Violation—Penalty;
7-28-440	Dumping on real estate without permit;
11-4-1410	Disposal in waters prohibited;
11-4-1420	Ballast tank, bilge tank or other discharge;
11-4-1450	Gas manufacturing residue;
11-4-1500	Treatment and disposal of solid or liquid waste;
11-4-1530	Compliance with rules and regulations required;
11-4-1550	Operational requirements;
11-4-1560	Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this

Agreement and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by § 2-92-586 of the Municipal Code, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to the Mayor's political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant 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 the Tenant or the date the Tenant 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 fund-raising committee.

3. Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fund-raising committee.

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Tenant 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 Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

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;
- (b) neither party is married;
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois;
- (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;
 - d. a lease for a residence identifying both domestic partners as tenants.

- (iv) Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to § 2-156-030(b) of the Municipal 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, 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 § 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, 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; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Labor Peace Agreement.

Tenant has an ongoing obligation to comply with, and ensure that all subtenants and subleases comply with, the Labor Peace Agreement (“LPA”) Ordinance, MCC 10-36-210.

J. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual

art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("**Airport Security Laws**"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must

have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

F. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, or certain authorized armed security or armored vehicle services employees as identified by CDA while in performance of their work, (and air travelers with weapons in locked checked luggage in accordance with TSA regulations), no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

10.8 Non-Discrimination.

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 *et seq.* (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code § 750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant must comply with the Chicago Human Rights Ordinance, § 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractors) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination

Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

H. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

With respect to Tenant, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

I. In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

J. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit

discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

K. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant’s obligations under this Agreement relative to nondiscrimination.

L. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant’s noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

M. If the Tenant transfers its obligation to another, the transferee is obligated in the

same manner as the Tenant.

The above provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration.

N. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

O. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Tenant must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

10.9 **Airport Concession Disadvantaged Business Enterprises (ACDBEs)**. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23. Tenant agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

10.10 **No Exclusive Rights**. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 **Airport Landing Area**. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and

without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 **No Obstructions.** Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 **Avigation Easement.** There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 **National Emergency.** This Agreement and all the provisions of this Agreement are subject to whatever right the United States government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

10.15 **Policy Prohibiting Sexual Harassment (Section 2-92-612 of the MCC).** For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Tenant will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Tenant must attest by affidavit that Tenant has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Commissioner.

Tenant's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Commissioner shall notify Tenant of such noncompliance and may, as appropriate: (i) issue Tenant an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

10.16 2014 Hiring Prohibitions.

(A) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(B) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel of Tenant.

(C) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(D) In the event of any communication to Tenant by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General, and also to the Commissioner of the Department.

ARTICLE 11 GENERAL CONDITIONS

11.1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City’s behalf,

either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 **Counterparts.** This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 **Amendments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Commissioner. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

11.5 **Covenants in Subcontracts.** All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 **Governing Law.** This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general

agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 **Notices.** Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 11. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport 10510 W. Zemke Rd Chicago, Illinois
60666
(Tenant)
(Address)

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller City of Chicago
City Hall - Room 501 121 N. LaSalle Street Chicago, Illinois 60602
(Tenant)
(Address)

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Regulatory and Contracts Division
2 North LaSalle Street, Suite 540
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
(Tenant)

(Address)

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 **Subordination.**

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 **Conflict.** In the event of any conflict between the terms and provisions of this

Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 **Offset by Tenant.** Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 **Waiver; Remedies.** No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

11.13 **Authority of Commissioner.** Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 **Estoppel Certificate.** From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 **No Personal Liability.** Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 **Limitation of City's Liability.** Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 **Joint and Several Liability.** If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

11.18 **Non-Recordation.** Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 **Survival.** Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities,

actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 **Force Majeure**. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: _____
Commissioner of Aviation

By: _____
HFF HPH SK ORD T5, LLC

Its: _____
[Title]

Date: _____

[Notary]

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 referred to in this Concession Lease and License Agreement read as follows:

(Sub)Exhibit 1.
(To Concession Lease And License Agreement)

Leased Space.

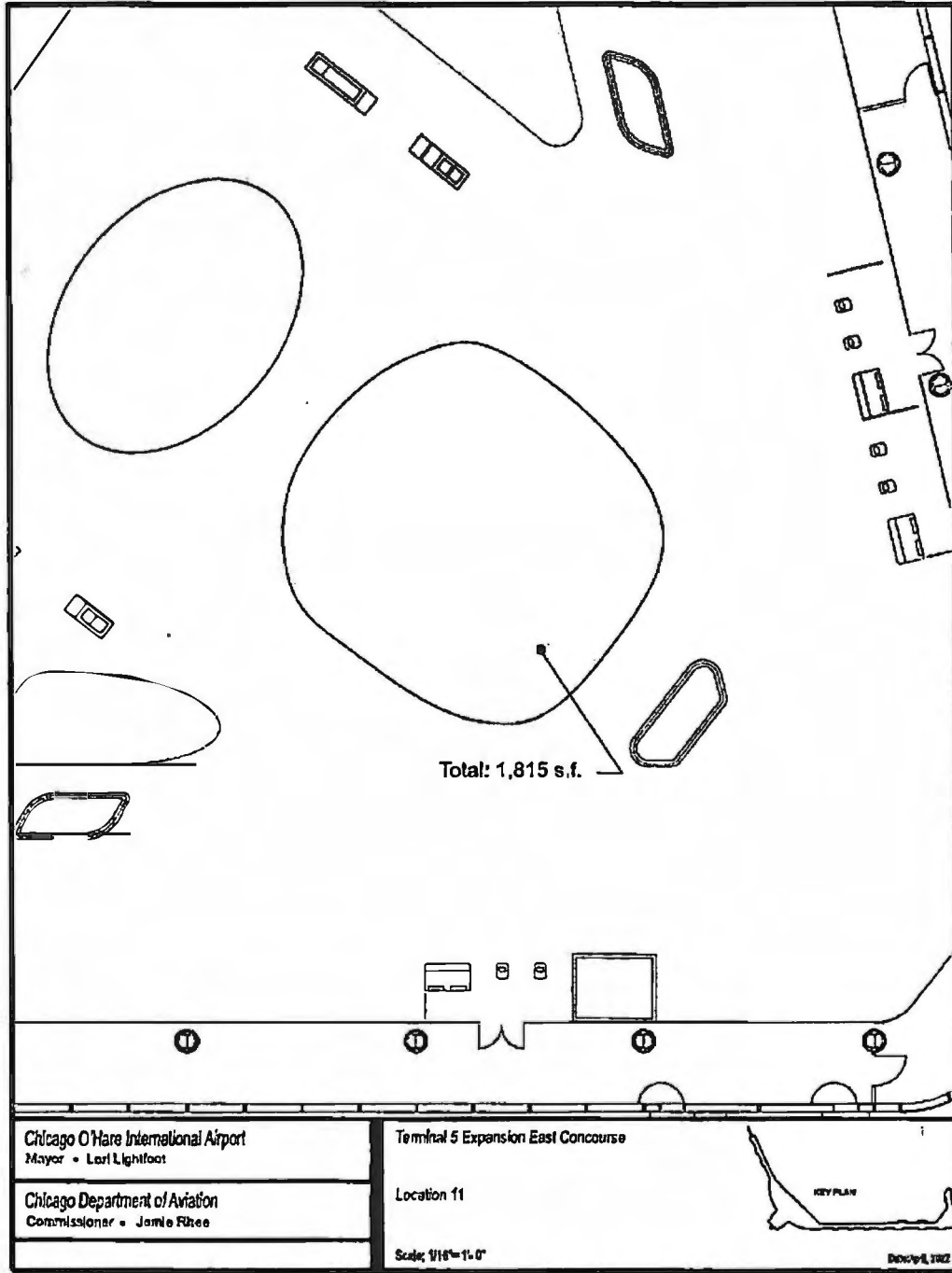
(Including Confirmation Of DBO And Actual Improvement Costs)

The Leased Space is located at ORD and consists of one location with a total of approximately 1,815 square feet of Retail Space as further depicted in the lease outline drawing attached hereto and not more than _____ square feet of Storage Space.

The Date of Beneficial Occupancy is: To Be Determined.

[Lease Outline Drawing referred to in this Leased Space
printed on page 13851 of this *Journal*.]

*Leased Outline Drawing.
(To Leased Space)*



(Sub)Exhibit 2.
(To Concession Lease And License Agreement)

Rent.

1. Base Rent: The annual Base Rent equals \$54 per square foot of Leased Space and shall be increased 3.0 percent annually as of January 1st of each calendar year during the Term. For purposes of determining Base Rent, Leased Space includes Retail Space and Storage Space.
2. Percentage Fee: The Percentage Fee shall be due and paid monthly as per the terms of the Agreement.
3. Percentage Fee Rate: The Percentage Fee Rate shall be equal to:
 - Alcoholic Beverages -- 15 percent
 - Food and Non-alcoholic Beverages -- 12 percent
4. Minimum Annual Guarantee. There is no "Minimum Annual Guarantee (MAG)" or "MAG" for the first and second Lease Year of the Term. The Minimum Annual Guarantee will be established beginning in third Lease Year of the Term at an amount equal to 85 percent of the Percentage Fee payable for the second Lease Year. In each subsequent Lease Year of the Term, the MAG will equal 85 percent of the License Fee calculated for the prior Lease Year but will never be less than the MAG established in the third Lease Year. In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then the MAG payable for the entire Agreement will be apportioned among the various Retail Spaces based on actual annualized Gross Revenue, projected Gross Revenues or another reasonable method mutually agreed upon by both parties. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year.

(Sub)Exhibit 3
(To Concession Lease And License Agreement)

Development Plan.



*concession's
development plan*

page does not count toward page limit per the RFP (required divider page)



**Proposal Form B
Concept Plan**

Instructions: Provide respondent's proposed concept plan showing the following information for each proposed Concession Location. Use additional copies of this table as necessary. Submit additional information as set forth in the Proposal Requirements following this proposal form. If not proposing indicate with "n/a".

Respondent: HFF HPH SK ORD T5, LLC

Concession Location	Area in Square Feet	Concession Category	Proposed Concept/Brand	Brand Type (International, National, Regional, Local, Proprietary)	Proposed Operator	Anticipated Opening Date
Terminal 5	1,815	Multi-line Beverage & Bar w/ Small Plates	Bronzeville Bar + Bites	Local	HFF HPH SK ORD T5, LLC	180 days from taking possession of the space

what is bronzeville?

Bronzeville is a **proudly Black-owned business** celebrating the ancestral tradition of creating community through the language of food and beverage.

We serve as an incubator for Black and local business by **buying local**.

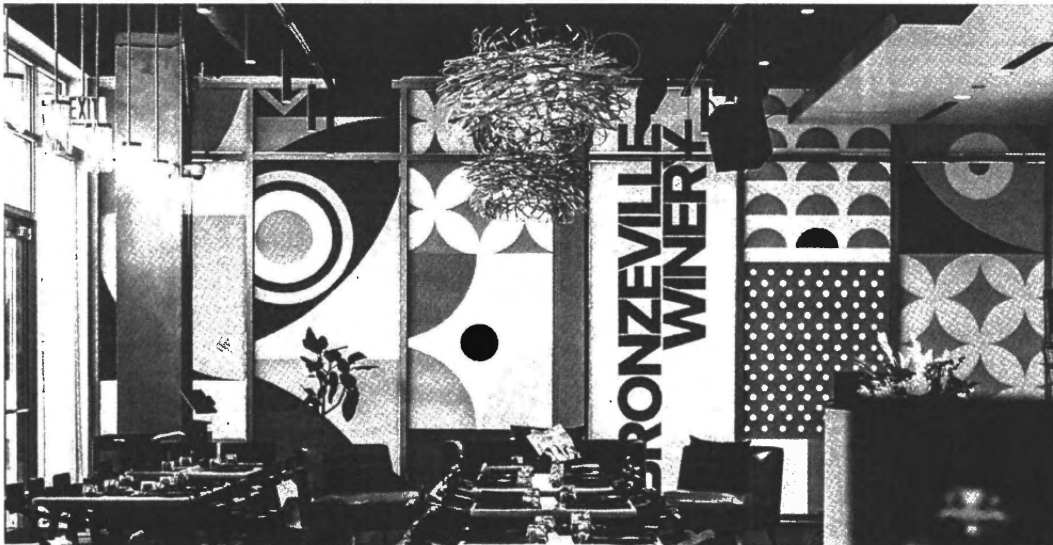
We act as a springboard through **mentorship to novice minority hospitality hopefuls** entering their careers in the world of food, beverage, and entrepreneurship.

We provide **access to opportunity and wealth-building** fueled only by their ambition and paired with training by creating opportunity and growth for those in our neighborhood.

We become the **new standard of business**.

Our menu is a take on **modern American cuisine shaped by the blending of cultures** that make Chicago one of the most exciting cities in the world.

We hope you enjoy.



culture led by food, wine and spirits.

Star-Studded Reviews

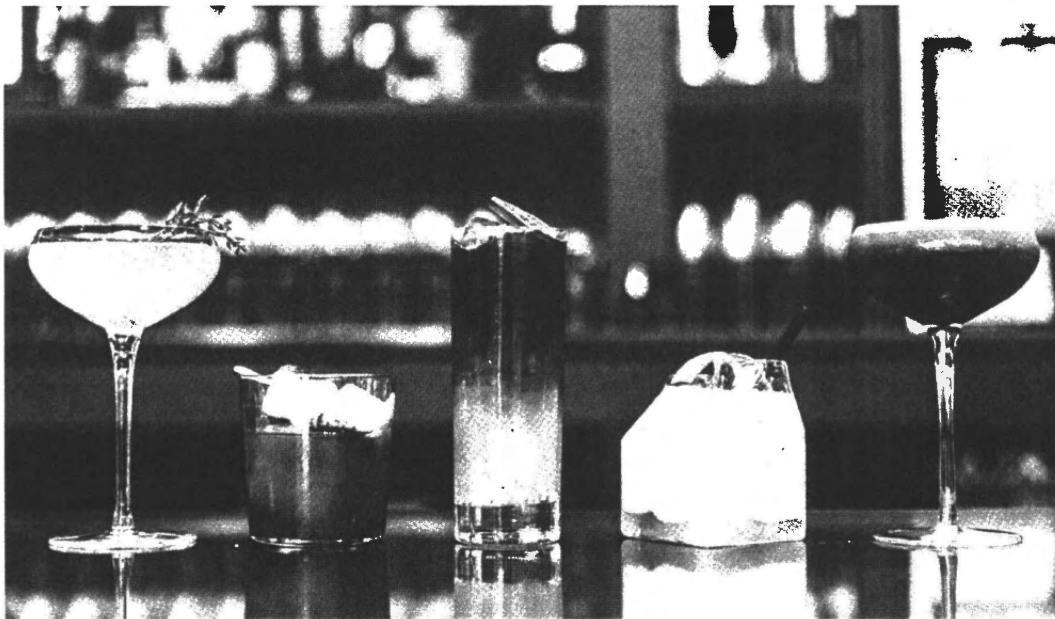
Bronzeville Winery has received multiple stars and thrilling reviews from online followers and lauded in the *Chicago Tribune*, *Chicago Sun Times*, *Crain's Chicago Business*, *The New York Times*, *Block Club Chicago*, *Hyde Park Herald* and is the recent recipient of the 2023 *Chicago Tribune* Critics' Choice Food Award for "Best Restaurant Making Waves."

Now, Bronzeville Bar + Bites brings the unique dining experience immersed in Chicago culture that has made the original Bronzeville Winery a hot new concept in Chicago to ORD. Dedicated to engaging the community, Bronzeville features an exquisite modern American menu shaped by the diversity in Chicago and programming that is representative of the voices of

Chicago, including wine talks, art openings, and curated cultural events.

Avant-Garde

Located at 4420 S. Cottage Grove Avenue in Chicago, Bronzeville Winery is an experience. The **atmosphere is steeped in modern culture**—food, art, music, dance, and literature. The ambiance resembles the Harlem Renaissance in New York and the cultural revolution of the early 1900s in Paris. That was a time of pushing boundaries to create change with bold, innovative ideas, cultural exploration, and growth. Bronzeville Winery is following that lead, and it is all at once inspirational, exhilarating, charming, and makes the proposed Bronzeville Bar + Bites perfect Chicago bar and small plate restaurant for ORD.



Creating Community Through Art and Culture

Since 1997, Bronzeville owner, Eric Williams has worked to create a global community through art and culture. His intention is to curate spaces where authenticity and creativity can thrive encouraging the growth of the community, personal expression, and resources. His efforts at The Silver Room are the intersection of art, community, and culture, and his latest endeavor is to bring **an exceptionally unique experience to ORD with Bronzeville Bar + Bites.**

*"Small plates but
delicious food.
The cocktails are so
exquisite that I didn't
get to the wine."*

- Google review



Eric Williams

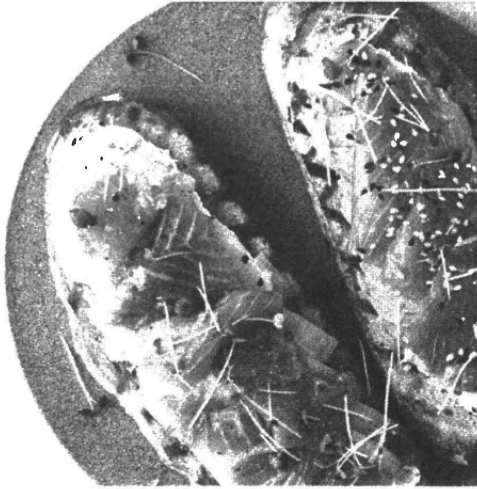
Owner & Founder Bronzeville Winery
and Owner of The Silver Room

Eric Williams is the founder and owner of The Silver Room, one of the most influential independent retail and community art spaces in Chicago. An award-winning entrepreneur, Eric is committed to fueling positive economic impact and strengthening communities by producing events such as The Silver Room Sound System Block Party and CONNECT Hyde Park Arts Festival.

Cecilia Cuff

Owner, Bronzeville Winery

Cecilia Cuff is a 20-year veteran of the hospitality design industry and established pacemaker in the world of hotel and restaurant development. With a global and diverse portfolio of over \$20 billion in completed new builds, renovations and overhauls, Cuff's common thread in all projects has consistently been strategic business and city planning focused on community reciprocity and inclusive programming. Her passion lies in creating projects and businesses that strengthen and inspire minority and underrepresented communities.



Bronzeville Winery evolved from the Silver Room, an established Chicago mecca for the arts.

The unique experience offers a gathering place for ideas and inspiration. As an ode to the history in the area of activists, politicians, movers and shakers, artists, musicians, and writers combining Bronzeville's past with the present neighborhood.

The BW Philosophy

Hospitality and entertainment are pillars in any neighborhood. They are what draws people together, gives them something to talk about and aspire to. The waitstaff at Bronzeville is from historically under-represented communities. The people that gather at Bronzeville give them access to new possibilities by creating life opportunities.

Bronzeville Winery Airwaves (BWA)

One example of **Bronzeville Winery's contribution to the community is music.** It is home to a top-tier audiophile space, recognized and highly sought out by lovers of culture and tastemakers throughout the world. Visitors to the Bronzeville Winery are invited to participate in an elevated dining

and listening experience that is rare not only within the neighborhood of Bronzeville, but also within the U.S. Just as a connoisseur's palate delicately welcomes the subtleties of a fine wine, patrons are similarly welcomed into the restaurant with music.

*Bronzeville's Ron Trent,
A Chicago Personality*

Chicago DJ and producer, Ron Trent, is well known for producing and playing an eclectic range of music. Raised in the atmosphere of Chicago's early underground music scene of the 1980s, he is considered to be one of the architects of the Chicago music scene.

As a respected DJ in his early teens, he achieved the confidence to embark on his own productions in the mid-80s, culminating in his first release, the highly recognized and internationally acclaimed classic, "Altered States," in 1990.



concept + theme

"It's a Vibe in Here."

- Bronzeville Winery

Unique Concept, Community Theme

For ORD, Bronzeville Bar + Bites offers travelers something special in an airport dining experience. The **concept was created in Chicago by Chicagoans**. The culturally themed experience offers a chef-driven menu featuring locally sourced ingredients and a sommelier-curated wine list, and beautiful decor showcasing locally crafted elements, and places Chicago's Bronzeville neighborhood on center stage. Each of these components is best for ORD as they provide tourists and locals alike with **a sense of the City and a sense of pride.**

Proven Record of Success

Bronzeville Bar + Bites is best for ORD because it is a celebration of Bronzeville, a storied history refined by modern revitalization that has put this Chicago neighborhood in the spotlight. The team that developed the original Bronzeville Winery concept was led by Eric Williams, the founder and owner of The Silver Room and by partner Cecilia Cuff of The Nascent Group. The Silver Room is a very successful, independent retail and community art space in Chicago. **Bronzeville reflects what is happening on the streets of Chicago, it is true Sense of Place.**

Experience with Revitalization

Over the course of 20 years, The Silver Room has served two prominent Chicago neighborhoods, bridging community, culture, and commerce to support independent artists. It continues to generate opportunities for creatives to connect. **Chicagoans Eric Williams and Cecilia Cuff have created a dining, art, and community experience that the community is proud to call its own.**

Design Aspects Create a Space that Invites in Every Way

The space within Bronzeville Bar + Bites offers a multisensory experience encompassing sight, smell, taste, touch, and sound. Specially designed custom light fixtures shine on locally made furniture that is globally inspired. Even the dishes reflect the design and help to tie everything together. This larger than life collage makes people feel comfortable and at home. **Bronzeville Bar + Bites is a place where travelers can find enjoyment and relaxation in the midst of travel stresses.**



Bronzeville Winery is a Beacon on a Hill in the Community

Bronzeville is carefully curating a showroom experience that introduces you to a unique arrangement of goods, sound, and events. A neighbor to both Chicago and the world, Bronzeville Bar + Bites will invite travelers to enjoy delicious food, new sounds, new art, and a warm welcome into the Chicago community.

Bronzeville—A Neighborhood Rich in History

According to a 2010 study by Brookings, the Chicago neighborhood of Bronzeville has more than \$175 million worth of concentrated buying power per square mile, exceeding the City of Chicago's average of \$168 million and suggesting an untapped potential for growth. Once renowned as Chicago's Great Black Metropolis, Bronzeville is a dynamic and culturally rich neighborhood, both an easy retreat and sought-after destination. Thanks to its location near one of the nation's busiest convention centers and aided by municipal and institutional investment, Bronzeville is enjoying a renaissance and seeking businesses to accommodate an increase in visitors.

A spot with Bronzeville's name on it can bring this neighborhood's renaissance into ORD.

menu

The chef driven Bronzeville Bar + Bites menu includes morning selections that excite and delight whether guests are stopping by for something quick or lingering between flights or a delay.

Breakfast

Avocado Toast with Arugula, Roasted Peppers and Vinaigrette on Ciabatta is a popular morning favorite. Breakfast Wraps, Acai Bowls, and Yogurt Parfaits are some of the other options available for travelers to start their day.

Starters and Small Plates

Whether guests opt for the Rosemary Potato Flatbread Pizzette or a Charcuterie Plate, **they will celebrate finding this gem of a restaurant at ORD.** Perfect with a cocktail or glass of wine, the Chef's Hand-Crafted Cheese Plate features combinations of Aged Spanish Manchego, Triple Cream Brie, Drunken Goat, and Burrata and is served with fresh Fruits + Jams and Baked Bread + Crisps. Other possibilities under these headings



include House Made Guacamole & Chips, Za'atar Roasted Vegetables, and Hummus with Warm Pita.

Salads and Sandwiches

The true talent of the chef at Bronzeville comes out on the menu with fare like his ever popular Seared Watermelon Steak Salad—accompanied by vegan feta, honeydew vinaigrette, pickled serrano, romesco, and local greens. Spinach, Caesar, and Turkey Cobb are also offered, with the option for protein add-ons at an additional charge.



“While food and wine are the focal points of the project, reinvestment in the community is what’s really driving the Bronzeville Winery.”

- Travel Noire

The hearty Turkey BLT, with Applewood Smoked Bacon, Lettuce, Tomato, Avocado and Swiss on a buttery croissant makes a perfect lunch or dinner choice. There is also a Chicken Wrap and the classic Grilled Cheese on locally baked Sourdough accompanied with Tomato Soup. Finally, kids will find a selection of menu items just for them.

Curated Wines from An Award-Winning Sommelier

Sommelier, wine culture creator, entrepreneur, and 2018 *Wine Enthusiast* 40 under 40 magazine cover, Derrick Westbrook (top right) is experienced with wine. He is the former Cellar Manager at Michelin star restaurant, Next and Beverage Director of Elizabeth restaurant. “What excites me most

about building a wine menu for Bronzeville Bar + Bites is that I can take all of my fine dining wine experiences and bring that appreciation to my neighborhood.”

A Creative Genius in the Kitchen: Meet the Executive Chef

Inviting, empathetic and lighthearted, with an unmistakable streak of creative genius, Bronzeville Bar + Bites’ Chef Dondee Robinson is bringing a whole new level of delectable, accessible sophistication, to Chicago’s bustling food scene. His impressive and extensive repertoire of restaurant positions includes Junior Sous Chef at The Drake in Chicago cooking in high volume and fine dining experiences.

sources of products

Local, Minority & Unique Vendors Set the Brand Apart

Bronzeville sources locally from minority vendors and makers and consequently creates an economic force in the neighborhood and the greater Southside. Sixty percent of beer and spirits is female, and minority owned.

Bronzeville is connected to the Chicago community through dozens of relationships with local, minority and women owned makers, artisans and suppliers.

- Herban Produce
- Turano bread
- Rare Tea
- Vietfive Coffee
- Hopewell Beer
- 18th St. Vodka, Gin Bourbon
- Cheurlin Champagne
- Funkytown Brewing
- Moor's Beer
- Aslina Wines
- Brown Estate Wines
- Uncle Nearest Whiskey
- Asrai Garden—Floral
- Norman Teague Design Studios—Furniture
- Lucy Slivinski—Lighting

*75% Percent of Initial
Costs Go Back into
Minority Vendors.*

Vendor Spotlight

Omni Ecosystems®

Community partner, Omni Ecosystems® an indoor and outdoor edible garden concept, integrates science and design into working landscapes to improve resiliency within the built environment to empower healthier, happier humans. Omni provides a whole list of greens including mint, micro cucumber, thyme, rosemary, lavender, and much more.

Funkytown Brewery

A Black-owned start-up brewery in Chicago, Funkytown brew is on the menu at Bronzeville. The owners went from taste tests at barbecues to being stocked in 200 shops around the City.

Cheurlin Champagne

Owned by NBA Hall of Famer Isiah Thomas, Cheurlin Champagne is the first African American-owned champagne. Established in 2016, 100 proof Tennessee Cheurlin Champagne is the best of brut and rose, and it is on the menu at Bronzeville.

Uncle Nearest

Uncle Yams Old Fashioned is an iconic cocktail inspired by the story of Jack Daniel's. The whiskey recipe was originally created by a slave and relaunched under the Uncle Nearest brand, which now pays homage to the great grandfather of the founders to whom all credit is due. Created in true southern style, the libation contains house-made sweet potato syrup and toasted marshmallow.

BRONZEVILLE BAR + BITES

BREAKFAST

AVOCADO TOAST | 13 ^{ve}

Toasted ciabatta, fresh avocado, arugula salad, roasted sweet peppers, vinaigrette
Add prosciutto +5

SUNSHINE SCRAMBLE | 18 ⁼

Two eggs scrambled, Tillamook cheddar cheese, breakfast potatoes. Choice of Tender Belly smoked bacon or chicken sausage and locally baked whole wheat or sourdough toast

BREAKFAST WRAP | 13

Soft scrambled eggs, sausage, cheddar, potatoes, spicy ketchup or aioli sauce
Add avocado +3

ACAI BOWL | 14 ^{ve}

Açaí, blueberries, banana, seeded coconut granola, cherries
Add almond butter +1.5 or fresh berries +2.5

YOGURT PARFAIT | 12 ^v

Greek yogurt, organic granola, seasonal berries

FLATBREADS

CAPRESE PESTO | 14 ^v

Pesto, roasted tomatoes, mozzarella cheese, pepper flakes, sea salt & black pepper

ROSEMARY POTATO | 16 ^v

Mozzarella, goat cheese, rosemary potato, mushrooms, truffle oil

PEPPERONI ARUGULA | 18

Pepperoni, crushed tomatoes, mozzarella, sliced porcini, peppers, fresh arugula

STARTERS

DANIEL'S CHARCUTERIE | 22

Assorted meats, cheeses, fresh fruit, raw vegetables, nuts, olives, spreads, baked bread + crisps

HOUSE MADE GUACAMOLE & CHIPS | 12 ^{ve}

SKINNY GUACAMOLE & FRESH VEGGIES | 9 ^{ve}

NACHOS | 14 ^v

Tortilla chips, cheddar cheese, pepper jack cheese, pico de gallo, green onions, jalapeno, guac, crema, cilantro
Add grilled chicken +5

CHEF'S HAND CRAFTED CHEESE PLATE | 19 ^v

Aged Spanish Manchego, triple cream brie, drunken goat, burrata, fresh fruits + jams, baked bread + crisps
Add smoked salmon or prosciutto +10

SMALL PLATES

ZA'ATAR ROASTED VEGETABLES | 11 ^{ve}

HUMMUS & WARM PITA | 12 ^{ve}

TOASTED MARCONA ALMONDS | 7 ^{ve}

MARINATED SPANISH OLIVES | 8 ^{ve}

TRAVEL MIX | 6 ^{ve}



^{ve} vegan

^{gf} gluten free

^v vegetarian

[👤] black owned

⁼ hecho en chicago

[👤] sommelier's suggestion

SALADS

- WATERMELON STEAK | 16** *v gf*
Seared watermelon, Feta, honey vinaigrette, pickled serrano, romesco, local greens
- SPINACH SALAD | 17** *v*
Tender baby spinach, dried cherries, Feta cheese, candied walnuts, red onions, vinaigrette
Add grilled chicken +6.50
- TURKEY COBB SALAD | 18** *gf*
Smoked turkey breast, mixed greens, shredded carrots, Bleu cheese crumbles, tomatoes, hard-boiled egg, red onions, applewood smoked bacon, avocado, bleu cheese dressing, heirloom cherry tomatoes
- CAESAR SALAD | 16** *v*
Romaine lettuce, heirloom cherry tomatoes, garlic-herb, croutons, aged Parmesan



SANDWICHES

- TURKEY BLT | 15**
Roast turkey, applewood smoked bacon, lettuce, tomatoes, avocado, Swiss cheese on toasted croissant
- CHICKEN WRAP | 15**
Roast chicken, avocado, pepper jack cheese, heirloom tomatoes, pickled onions, little gems, chili aioli, spinach flour tortilla
- TOMATO SOUP & CLASSIC GRILLED CHEESE | 14** *v =*
Tillamook cheddar cheese, mozzarella cheese, local sourdough with cup of tomato soup



KIDS' MENU

- GRILLED CHICKEN SANDWICH | 10** *=*
Roast chicken, Tillamook cheddar cheese, locally baked bun, chips
- CHEESE QUESADILLA | 10**
Cheddar & Monterey Jack cheeses on grilled flour tortilla
- GRILLED CHEESE | 10** *v =*
American cheese, local sourdough, chips

SWEETS

- Praline Cheesecake | 8**
- Dragonfruit or Mango Sorbet | 7**
- Vanilla Bean or Chocolate Gelato | 7**

LOW PROOF

less alcohol

- BROVO ROSE SPRITZ | 12**
Brovo Pink Rose Vermouth, Soda Water

ZERO PROOF

alcohol free

- 13:40 | 10**
Green Tea + Lemonade
- HAJI HEART HEALER (HOT) | 14**
Blend of Fresh Juice + Calming Kava Root Chamomile, Spearmint, Hibiscus Flower, Rose
- PHONY NEGRONI | 16**
St Agrestis | Brooklyn

BRONZEVILLE

BAR + BITES

- v* vegan
- gf* gluten free
- v* vegetarian
- 👤* black owned
- =* locally in Chicago
- 👤* sommelier's suggestion

WINE SELECTIONS

WINE LIST CURATED BY BRONZEVILLE SOMMELIER
DERRICK C. WESTBROOK

SPARKLING

Glass

J. Charpentier, Champagne Tradition Brut 2, France 8
 Field Recordings, 'Pet Nat' Arroyo Grande Valley, California 14 ^{ve} ^b

WHITE

Clos Des Rocs, Monopole Chardonnay, Burgundy, France 17
 Three Brooms, Sauvignon Blanc, Marlborough, New Zealand 15

RED

Ring Bolt, Cabernet Sauvignon, Margaret River, Australia 14 ^b
 Casa Lapostolle, 'Cuvee Alexandre' Merlot, Apalta, Chile 15
 Alberto Orte, 'La Antigua' Clasico Reserva, Rioja, Spain 22

BEER	BOTTLED BEER
DRAFT BEER	
Goose Island 13 ^{ve} ^{wo} IPA, Chicago	Funkytown 11 ^u ^{ve} ^{wo} Cuffin' Season Irish Red Ale, Chicago
Revolution Anti-Hero 13 ^{ve} ^{wo} IPA, Chicago	Funkytown 11 ^u ^{ve} ^{wo} Hip-Hops and R&Brew Pale Ale, Chicago
Half Acre 13 ^{ve} ^{wo} Daisy Cutter Pale Ale, Chicago	Lagunitas 11 Little Sumpin' Sumpin' Ale, California
Metropolitan Flywheel 13 ^{ve} ^{wo} Pilsner, Chicago	Budweiser 10 Pale Lager, Missouri
Fat Tire Ale 13 Colorado	Stella Artois 10 Lager, Belgium
Guinness Stout 13 Dry Stout, Ireland	Corona 10 Pale Lager, Mexico
	Modelo 10 Pilsner, Mexico
	Heineken 10 Lager, Netherlands

COCKTAILS & SPIRITS

HAND CRAFTED COCKTAILS

BRONZEVILLE BOULEVARDIER | 15

Uncle Nearest, Sorrel, Italian Apertivo

THINGS TO DO | 15

Cognac, Reposado Tequila, Apple, Cardamom, Vanilla, Lemon

"THAT'S DIFFERENT" | 15

Gin, Cocchi Americano, Pear, Lemon, Cacao

UNCLE YAM'S OLD FASHIONED | 15

Uncle Nearest, Housemade Sweet Potato Simple Syrup, Bitters, Roasted Marshmallow

BRAND NEW | 15

Vodka, Elderflower, Green Tea, Fresh Lemonade

13:40 | 15

House Vermouth, Sparkling Wine, Seltzer, Grapefruit

FOOL'S GOLD | 15

Light & Dark Rums, Pineapple, Honey, Ginger, Lemon

SPIRITS

VODKA

Playpen | 12 ♀ =
 18th Street | 12 ♀ =
 Belvedere | 13
 Absolut | 12
 Grey Goose | 13

RUM

Ten To One Caribbean
 Dark Rum | 13 ♀ ♀
 Bacardi Silver | 13
 El Dorado 8 year | 13
 Ron Zacapa | 17

COGNAC | BRANDY

Remy Martin X.O. | 46
 D'ussé X.O. | 36
 Hennessy V.S | 11

GIN

18th St | 12 ♀ =
 New Amsterdam | 12
 Applewood | 12
 Bombay Sapphire | 13
 Hendrick's | 12
 Tanqueray | 12
 The Botanist | 13

WHISKEY | BOURBON

Brough Brothers | 12 ♀
 Old Forester Rye | 15
 Uncle Nearest | 12
 Fuyu Japanese Small
 Batch | 17 ♀

SCOTCH

Balvenie Caribbean
 Cask 14 yr | 31
 Glenfiddich 12yr | 16
 Dewars White Label | 14

TEQUILA | AGAVE

123 Organic Blanco | 15 ♀
 123 Organic Reposado | 18 ♀
 123 Organic Anejo | 22 ♀
 Bahnez Mezcal | 12
 Casamigos | 13
 Disbelief Blanco | 16 ♀ =
 Disbelief Reposado | 16 ♀ =
 Don Julio Blanco | 14
 Gran Coramino Reposado | 13
 Gran Coramino Anejo | 15
 Nosotros Blanco | 16 ♀
 Libelula Reposado
 Blanco Blend | 13
 Paquera Espadin Mezcal | 15 ♀
 Pluma Negra Mezcal | 18 ♀

ve - vegan ♀ - woman owned
 b - body art ♀ - back owned
 = - heritage chicago



capital improvements

Bronzeville Winery Aesthetic

Exploring and complementing the important history of the Bronzeville Chicago Neighborhood as well as the vital 4400 Cottage Grove Development Project were the initial desires when approaching the Bronzeville Winery Space. Eric Williams and Cecilia Cuff selected innovative Chicago architectural leader, **Future Firm**, to bring to fruition ideas that married the warmth and acceptance of unforgettable Chicago evenings with the rawness and allure of the natural concrete structures and architectural movement characterized by minimal addition to the new space.

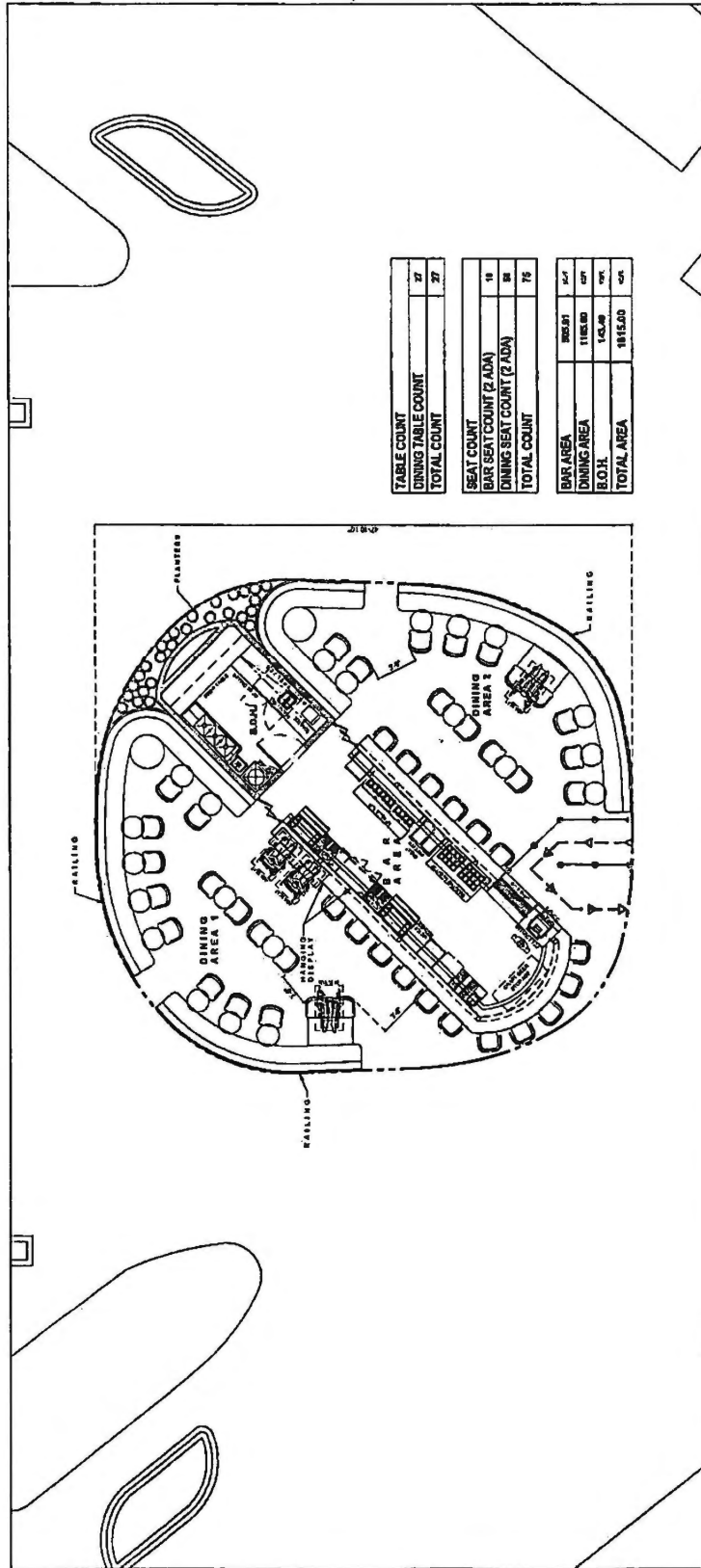
Pairing **impressive statement focal points** such as wine walls and artists showcase spaces with important curated moments such as an interactive Chef's Table and a Wine Emotion tasting station, the group used **a minimalistic approach to create a space characterized more by the people who filled it than décor or additions**. By playing with angular geometric shapes, carefully selected lighting, bare building materials, and monochrome colors, visitors are presented with a feeling of approachability and inspiration as they move about the dining space.

Sustainability in Design and Construction

We use green materials throughout our build-outs, including low-VOC paint, energy efficient lighting, and locally sourced and manufactured materials and furniture. We will ensure that the design and construction of Bronzeville Bar + Bites will comply with the CDA's SAM. See pages 2-19 through 2-20 to read about our architect partner, Zebra Design, and their LEED-certified architect, Zachary Shirk.



layout plan



circulation plan

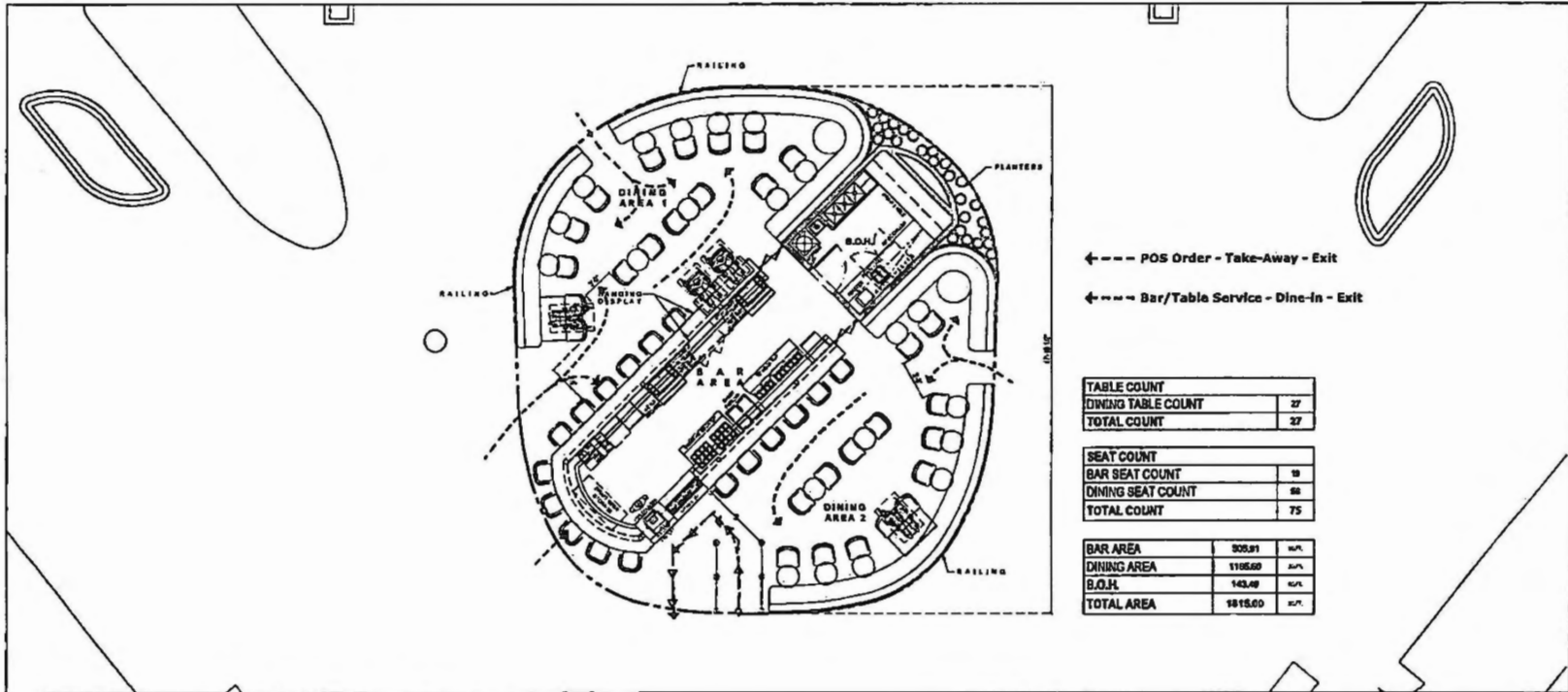
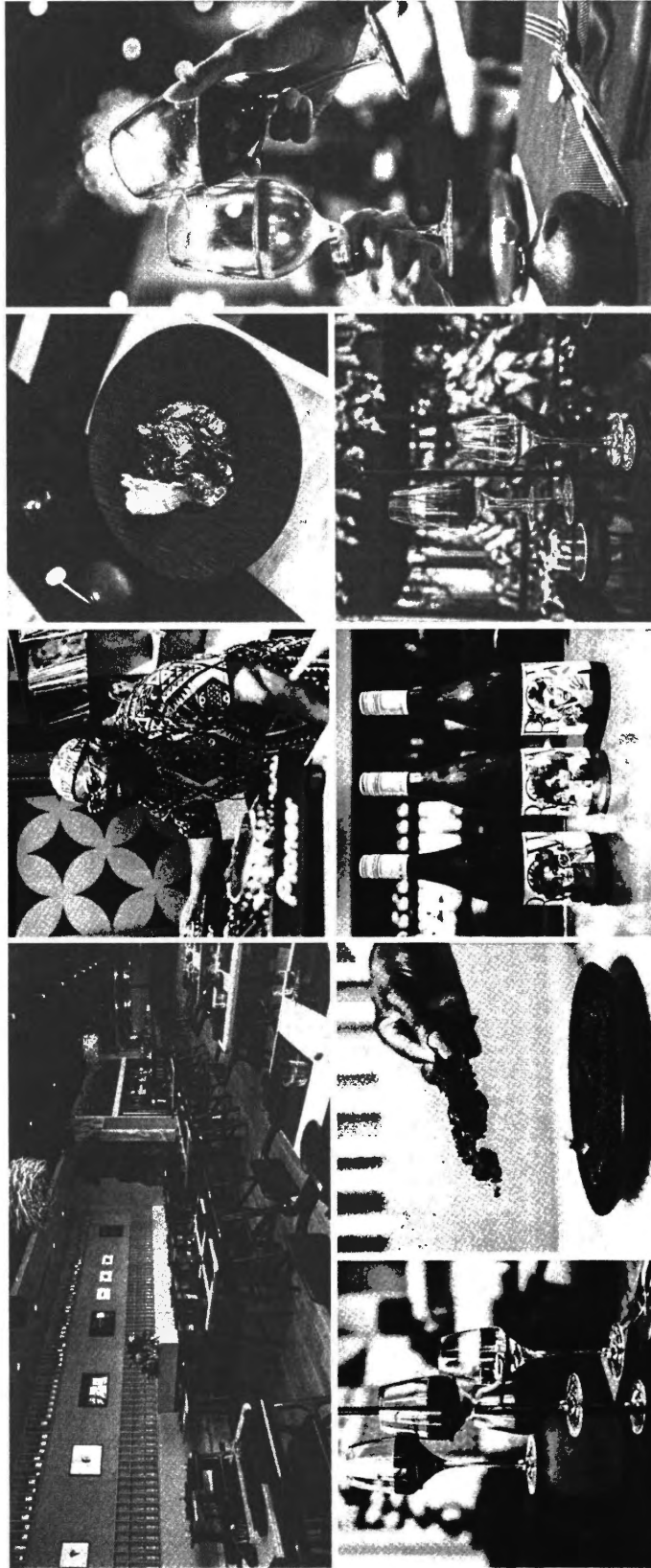


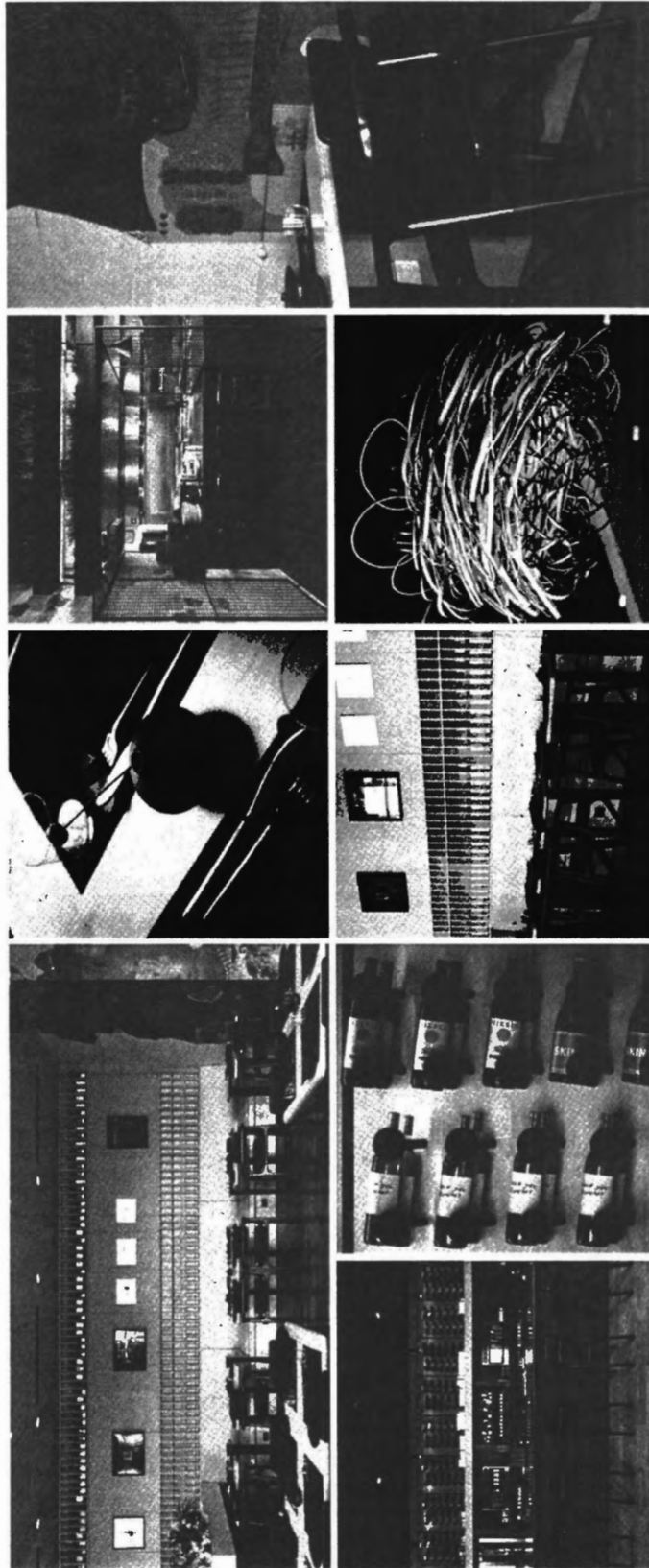
TABLE COUNT		
DINING TABLE COUNT	27	
TOTAL COUNT	27	
SEAT COUNT		
BAR SEAT COUNT	19	
DINING SEAT COUNT	56	
TOTAL COUNT	75	
BAR AREA		
DINING AREA	308.91	sq. ft.
B.O.B.	1185.69	sq. ft.
TOTAL AREA	1494.60	sq. ft.

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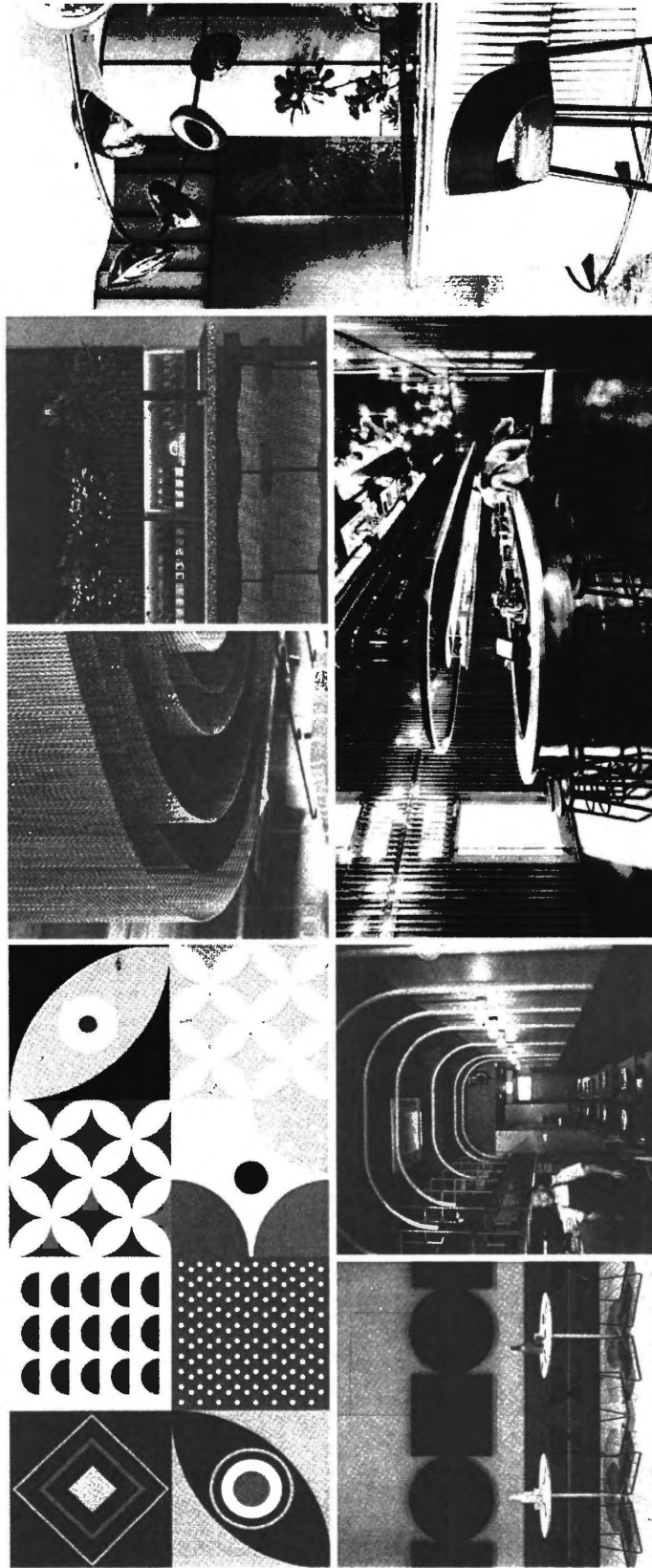
brand mood board



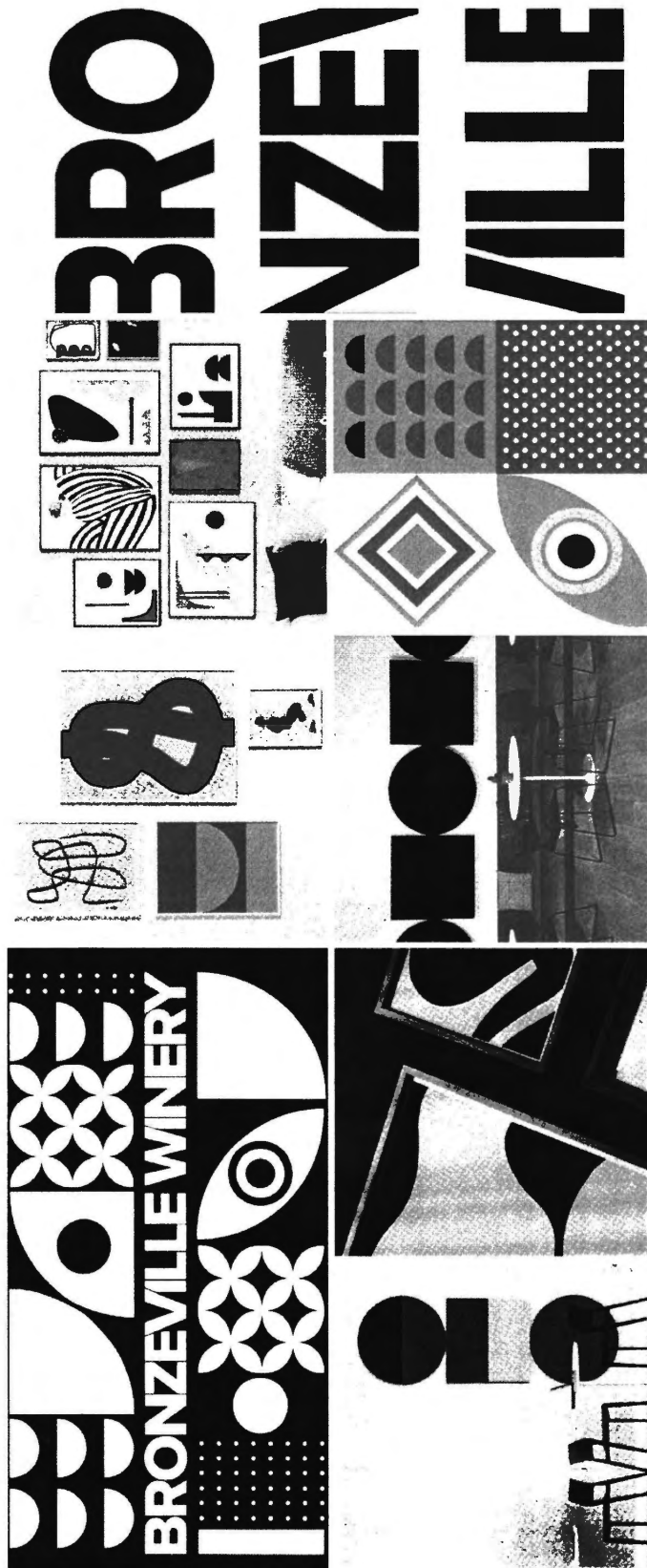
existing restaurant design elements



design mood board



design mood board





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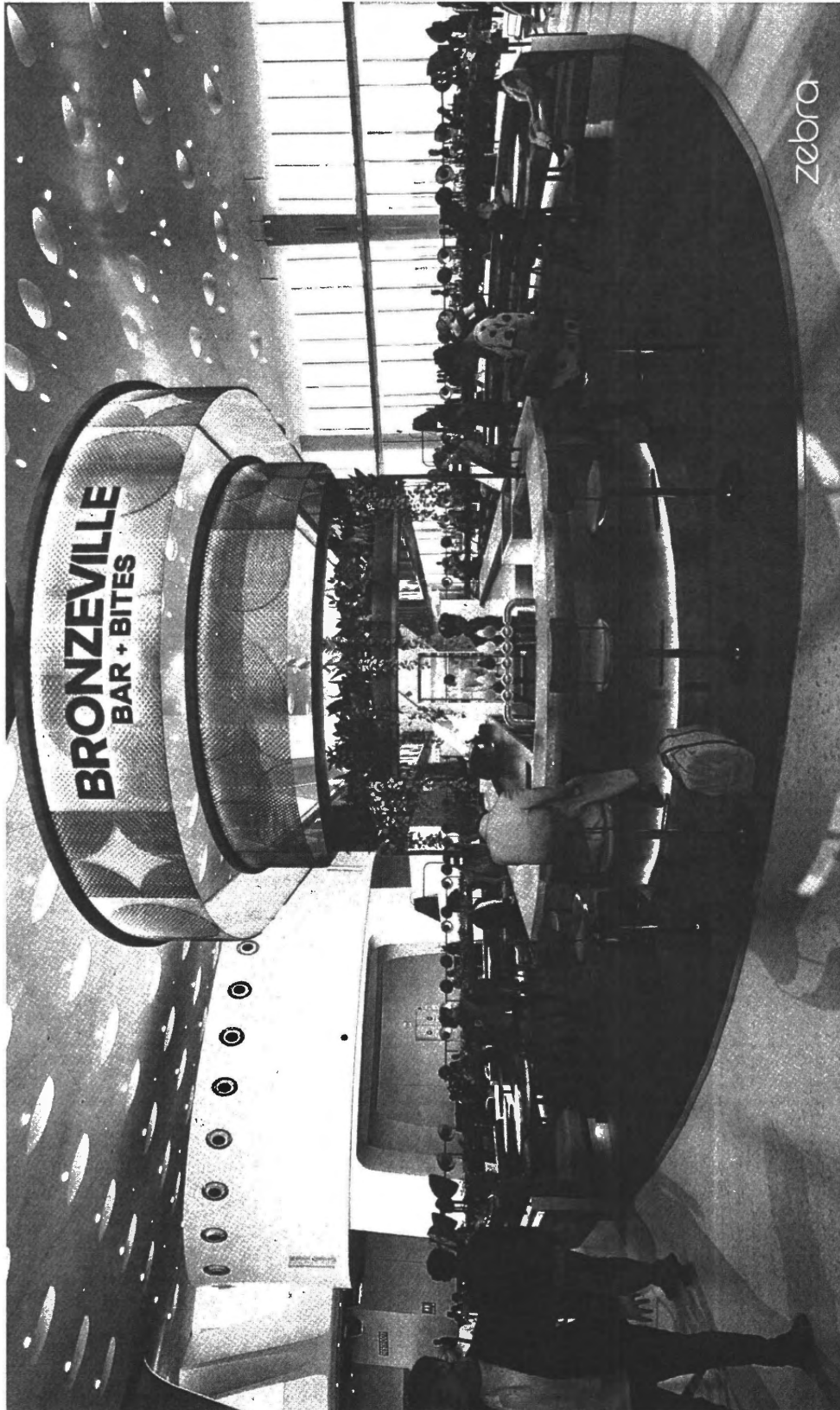
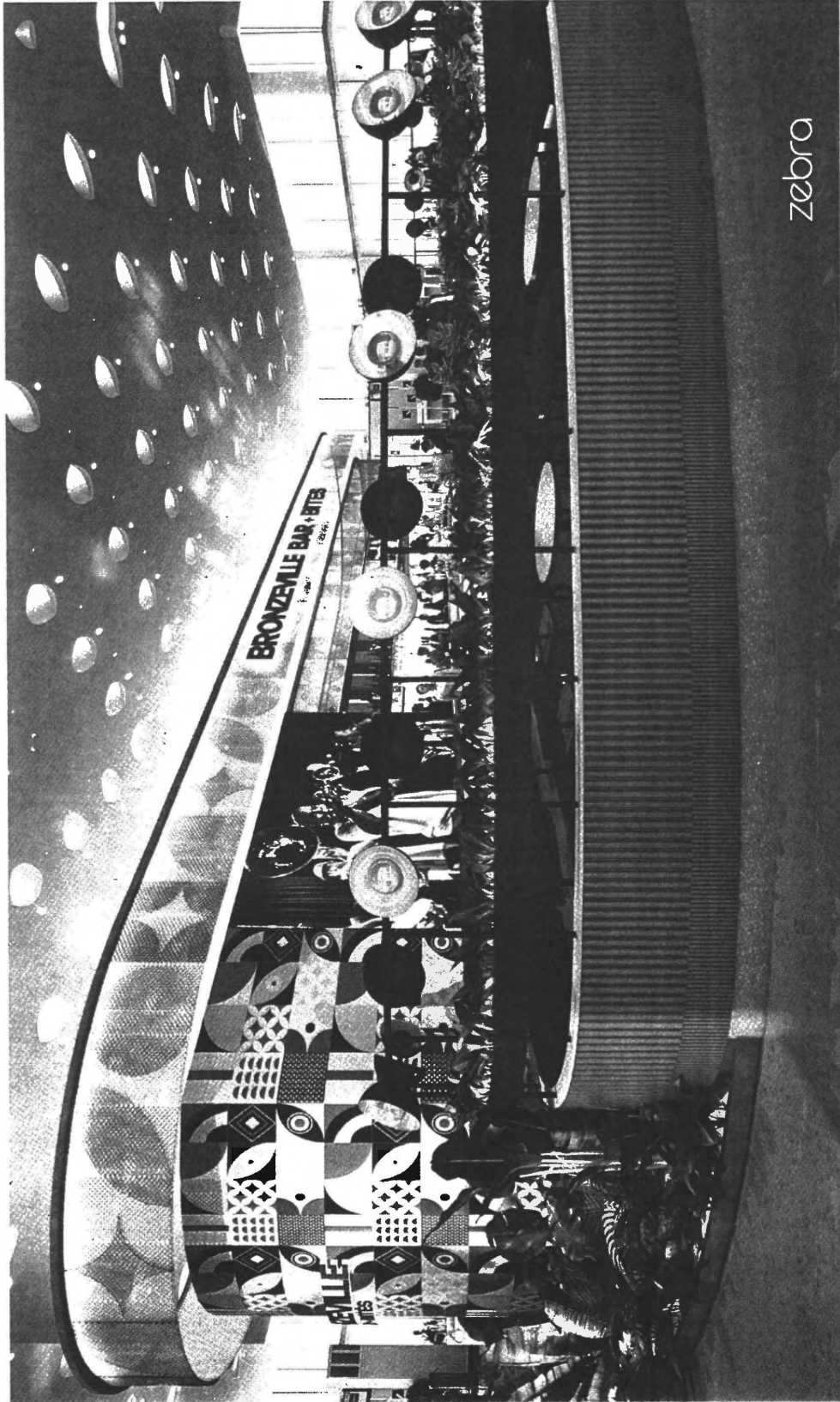


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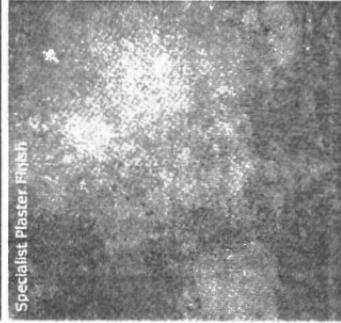
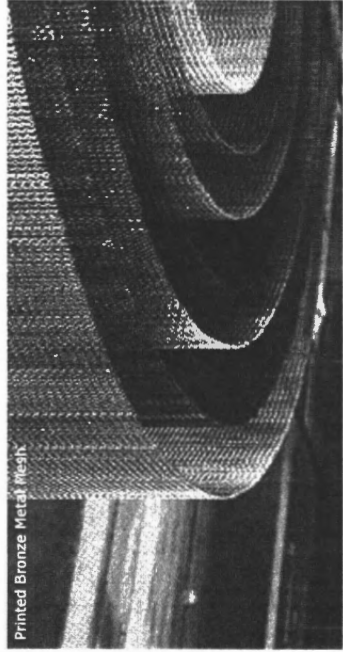
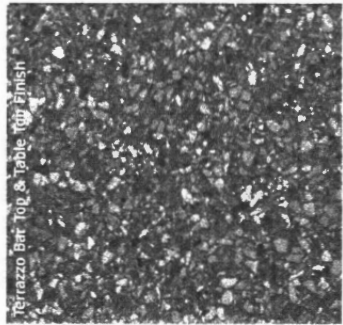


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materials palette



marketing plans/designs

High Flying Foods, Hyde Park Hospitality, and Santa Klorina all bring a wealth of knowledge on the creative front. We love to tell stories, showcase and create. Marketing is the first impression we can make on guests and so it is an opportunity that we take seriously.

HFF collaborates **closely with brand partners, like the Bronzeville Winery team**, to maximize the reach of local and national marketing efforts and drive traveler interest in the experience.

We use **traditional and modern marketing** techniques to speak to the broadest variety of guests.

We participate in **airport marketing initiatives** and view our approach to guest service as one of our most powerful marketing tools.

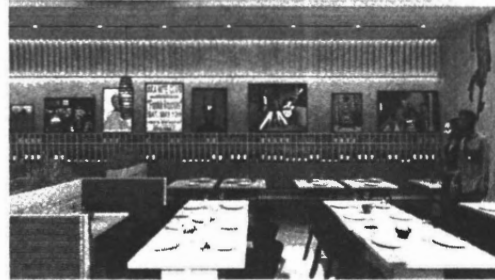
Fluent in Social Media

Facebook? Check. Instagram? Double check. Twitter? Of, course. And Snapchat? You bet! Our highly social team will continue to **use social media tools** as new tools and trends

emerge. We use social media to connect to travelers and respond to guest feedback in real time

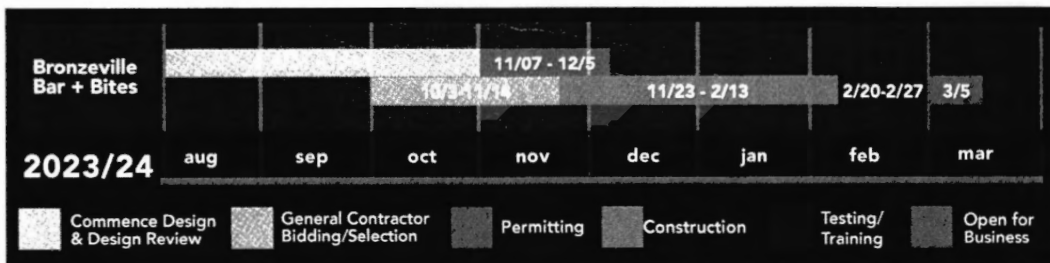
High Impact Signage & Incredible Design

We believe marketing begins with the proposal, runs through design and construction of a stunning space that paves a way forward, providing rich sense of place and attracting travelers. Strategic and highly designed signage complements the bar location and the open and inviting plan welcomes travelers in.



construction schedule

The construction schedule for the proposed locations is based on award in the third quarter of 2023, and a location delivery date between the first and second quarter 2024 (estimated March 5). High Flying Foods will not exceed 180 days between taking possession of the space and opening.



BRONZEVILLE WINERY

January 6, 2023

Mr. Glenn Meyers
Managing Member
HFF HPH SK ORD T5, LLC
123 Second Street
Sausalito, CA 94965

Re: Bronzeville Winery Letter of Authorization for ORD-T5

Dear Glenn,

Please accept this letter confirming authorization provided by Bronzeville Winery to HFF HPH SK ORD T5, LLC ("HFF") to propose "Bronzeville Bar + Bites" in response to the City of Chicago RFP to Lease, Develop, and Operate Food and Beverage Concession in Terminal 5 issued November 22, 2022 for Chicago O'Hare International Airport ("ORD").

HFF is authorized to include Bronzeville Winery's trademarks, logos, menus, and systems in the above-mentioned proposal submission and has permission to prepare this proposal with our full support. We share the goal of seeing an incredible, revered Chicago neighborhood Signature Multi-line Beverage Bar and Small Plate brand operated by HFF and/or its partners at ORD.

This letter will remain in effect for two years following the date written above and may be extended by mutual written agreement of the parties.

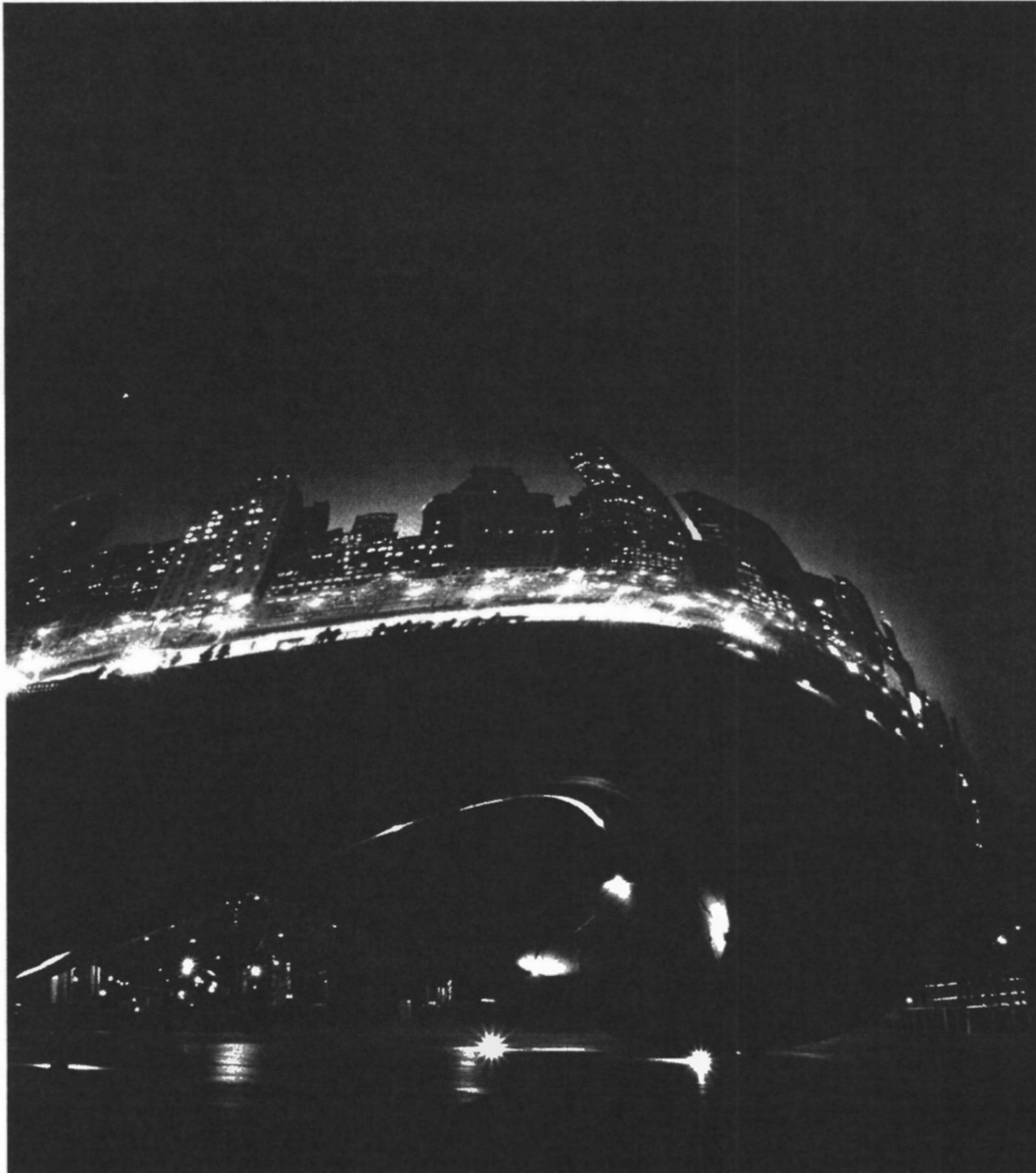
We are grateful for your consideration of the Bronzeville Winery brand to be included in the HFF HPH SK ORD T5, LLC proposal.

Kind regards,



Cecilia Cuff

Cecilia Cuff
Co-Owner
Bronzeville Winery
4420 S. Cottage Grove Avenue
Chicago, IL 60653
(312) 593-3948



*compensation
to the city*

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Chicago Department of Aviation

November 22, 2022

**Proposal Form G
Proposed Concession Fee Rates**

Compensation to the City consists of the Minimum Annual Guarantee Fee ("MAG") and Percentage Fee as described in Section D.2. of the RFP. The City has established the MAG to be paid the City during the Lease Years of the Term. This amount is not "biddable." Any respondent who states a different amount in its proposal will be deemed non-responsive and eliminated from further consideration for award of the offered concession. The City has not established a range of Percentage Fee Rate (s) for each concession category. Respondents must propose a Percentage fee rate(s) for each Package. Any respondent who fails to propose a Percentage Fee Rate(s) will be deemed non-responsive and eliminated from further consideration for award of the offered concession.

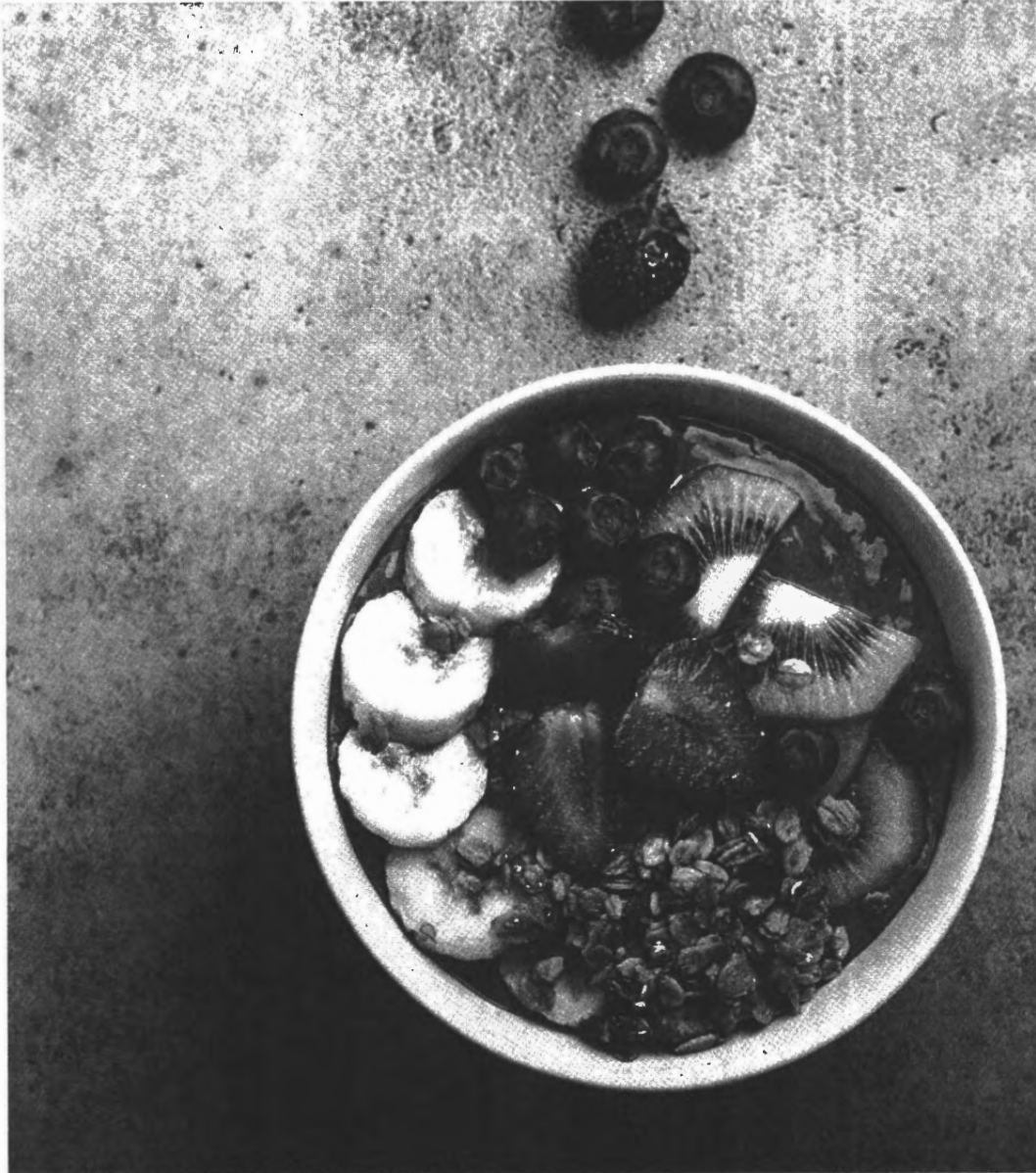
Respondent: HFF HPH SK ORD T5, LLC

1) Proposed Percentage Fee Rate:

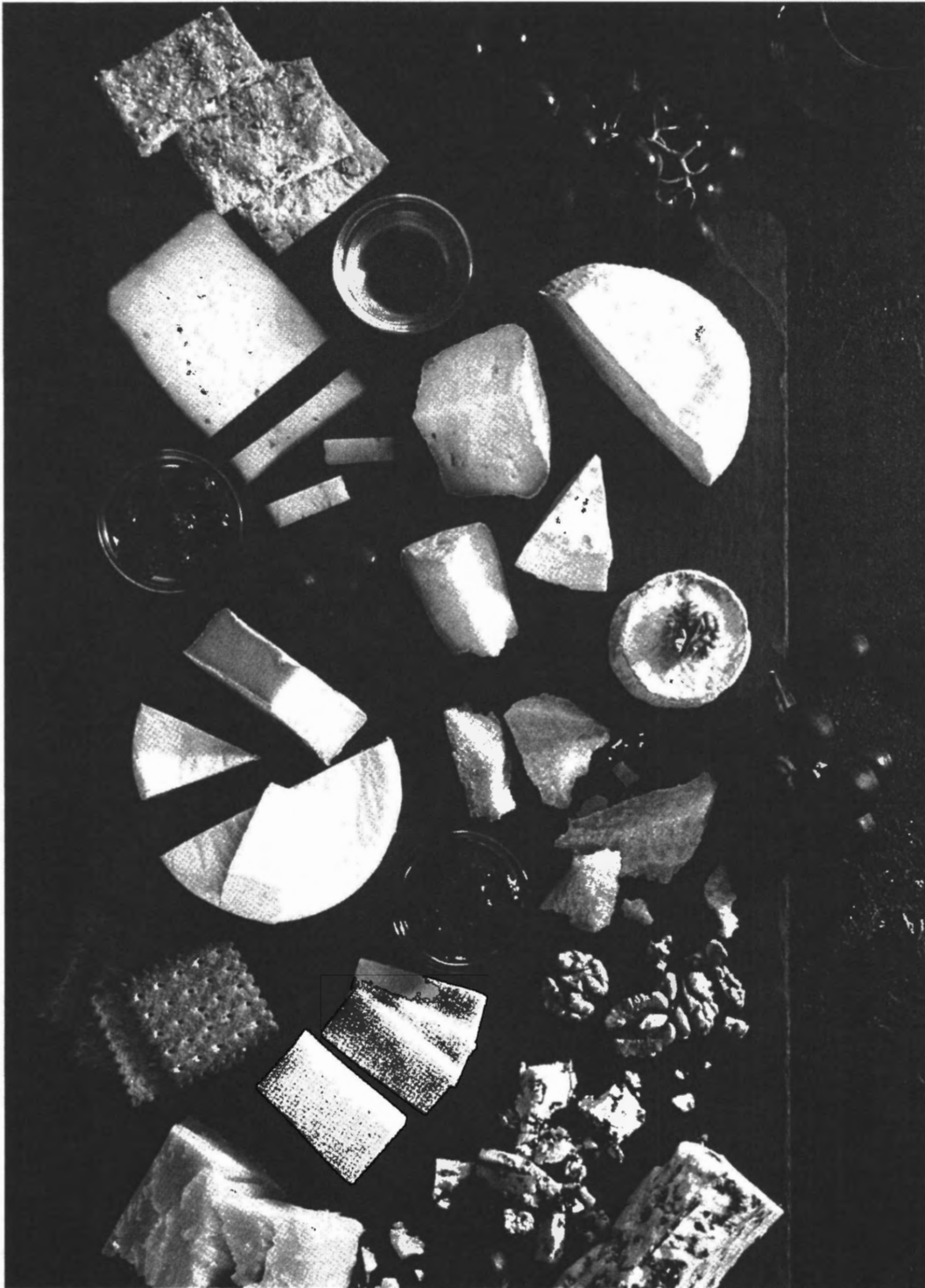
Terminal 5	Percentage Fee Rate Ranges (for product categories)	Proposed Sales Tiers	Proposed Percentage Fee Rate
Food & Nonalcoholic Beverage	11.0 to 13.0%	None	12.0%
Bar and Alcoholic Beverage Sales	14.0 to 16.0%	None	15.0%

Note: if not proposing on one or more concession categories (packages) indicate with an "n/a" in the corresponding boxes.

Proposal From G



*projected sales, net
income, & cash flow*



**Proposal Form C
Projected Gross Receipts by Concession Type**

Instructions: Provide a good faith estimate of Gross Receipts for each proposed Concession for the 2023 through 2034 Lease Years. The listing of Proposed Concession on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary. On a separate sheet, provide major assumptions in narrative format. Locations not included in Respondent's proposal should be indicated with an "N/A".

Respondent: **HFF HPH SK ORD T5, LLC** Proposed Concept: **Bronzeville Bar + Bites**

Location	Concession Type	Proposed Concept/Brand	Anticipated Opening Date	10 Months 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2 Months 2034	Total 2024-2034
Terminal 5	Multi-Line Beverage & Bar w/ Small Plates	Bronzeville Bar + Bites	2/28/2024	\$3,375,000	\$4,601,250	\$4,739,288	\$4,881,466	\$5,027,910	\$5,178,747	\$5,334,110	\$5,494,133	\$5,658,957	\$5,828,726	\$1,467,870	\$51,587,457

Chicago Department of Aviation
Proposal Form C

November 22, 2022
1 of 1

Please see the following page for assumptions used for Proposal Form C.

Assumptions for Form C

Total Gross Receipts. Estimated sales are first derived from spend forecasts using ORD historical enplanements sales. Consideration is then given to boarding areas and the location of Terminal 5's security checkpoints, the concept type, our proposed brand, the location within the terminal (including adjacent proposed concessions), the proposed concept's seat count, and the number of locations open.

Gross Receipts Growth Rate. Gross Receipts are assumed to grow at 3.0% year-over-year throughout the lease period to account for inflation and enplanement growth.

Timeline. The lease is assumed to commence on March 1, 2024 and expire on February 28, 2034 to account for a 10-year lease.



capital investment & financing plan

page does not count toward page limit per the RFP (required divider page)



**Proposal Form D
Capital Investment and Financing Sources Plan**

Instructions: Provide proposed capital investment and financing sources for each proposed Concession Package. Investment includes leasehold improvements; furniture, fixtures, and equipment; franchise fees. Investment does not include other start-up costs. The listing of Proposed Concessions on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary.

Respondent: HFF HPH SK ORD T5, LLC **Packages Proposed:** Signature Multi-line Beverage Bar and Small Plate

Concession Location ID	Proposed Capital Investment	Financing Sources (Investor and Debt or Equity) and Amount			Amount 3
		Source 1	Amount 1	Source 2	
Terminal 5	\$2,541,000	Equity	\$1,270,500	Bank Loan	\$1,270,500

Chicago Department of Aviation
Proposal Form D

November 22, 2022
1 of 1

Detailed Cost Estimate

Bronzeville Bar + Bites:

Development Cost	\$71,000
Construction	\$1,900,000
Architect & MEP	\$90,000
Equipment	\$320,000
Signage	\$55,000
Training	\$50,000
Completion Bond:	\$55,000
Total	\$2,541,000

(Sub)Exhibit 4.
(To Concession Lease And License Agreement)

City's Shell And Core Obligations.


The City shall have no Shell and Core obligations.


(Sub)Exhibit 5.
(To Concession Lease And License Agreement)

Products And Price List.


BRONZEVILLE BAR + BITES


BREAKFAST

AVOCADO TOAST | 13 
Toasted ciabatta, fresh avocado, arugula salad,
roasted sweet peppers, vinaigrette
Add prosciutto +5


SUNSHINE SCRAMBLE | 18 
Two eggs scrambled, Tillamook cheddar cheese,
breakfast potatoes. Choice of Tender Belly smoked
bacon or chicken sausage and locally baked whole
wheat or sourdough toast

BREAKFAST WRAP | 13
Soft scrambled eggs, sausage, cheddar, potatoes,
spicy ketchup or aioli sauce
Add avocado +3

ACAI BOWL | 14 
Açaí, blueberries, banana, seeded coconut
granola, cherries
Add almond butter +1.5 or fresh berries +2.5

YOGURT PARFAIT | 12 
Greek yogurt, organic granola, seasonal berries

FLATBREADS

CAPRESE PESTO | 14 
Pesto, roasted tomatoes, mozzarella cheese,
pepper flakes, sea salt & black pepper

ROSEMARY POTATO | 16 
Mozzarella, goat cheese, rosemary potato,
mushrooms, truffle oil

PEPPERONI ARUGULA | 18
Pepperoni, crushed tomatoes, mozzarella,
sliced porcini, peppers, fresh arugula

STARTERS

DANIEL'S CHARCUTERIE | 22
Assorted meats, cheeses, fresh
fruit, raw vegetables, nuts, olives,
spreads, baked bread + crisps

**HOUSE MADE GUACAMOLE
& CHIPS | 12** 

**SKINNY GUACAMOLE &
FRESH VEGGIES | 9** 

NACHOS | 14 
Tortilla chips, cheddar cheese,
pepper jack cheese, pico de gallo,
green onions, jalapeno, guac,
crema, cilantro
Add grilled chicken +5


CHEF'S HAND CRAFTED CHEESE PLATE | 19




Aged Spanish Manchego,
triple cream brie, drunken goat,
burrata, fresh fruits + jams,
baked bread + crisps
Add smoked salmon or
prosciutto +10

SMALL PLATES

**ZA'ATAR ROASTED
VEGETABLES | 11** 







HUMMUS & WARM PITA | 12 

**TOASTED MARCONA
ALMONDS | 7** 

MARINATED SPANISH OLIVES | 8 

TRAVEL MIX | 6 



 vegan  gluten free
 vegetarian  black owned
 hecho en chicago  sommelier's suggestion

SALADS

- WATERMELON STEAK | 16** (V) (GF)
Searred watermelon, Feta, honey vinaigrette, pickled serrano, romesco, local greens
- SPINACH SALAD | 17** (V)
Tender baby spinach, dried cherries, Feta cheese, candied walnuts, red onions, vinaigrette
Add grilled chicken +6.50
- TURKEY COBB SALAD | 18** (V)
Smoked turkey breast, mixed greens, shredded carrots, Bleu cheese crumbles, tomatoes, hard-boiled egg, red onions, applewood smoked bacon, avocado, bleu cheese dressing, heirloom cherry tomatoes
- CAESAR SALAD | 16** (V)
Romaine lettuce, heirloom cherry tomatoes, garlic-herb, croutons, aged Parmesan



SANDWICHES

- TURKEY BLT | 15**
Roast turkey, applewood smoked bacon, lettuce, tomatoes, avocado, Swiss cheese on toasted croissant
- CHICKEN WRAP | 15**
Roast chicken, avocado, pepper jack cheese, heirloom tomatoes, pickled onions, little gems, chili aioli, spinach flour tortilla
- TOMATO SOUP & CLASSIC GRILLED CHEESE | 14** (V) (GF)
Tillamook cheddar cheese, mozzarella cheese, local sourdough with cup of tomato soup



KIDS' MENU

- GRILLED CHICKEN SANDWICH | 10** (GF)
Roast chicken, Tillamook cheddar cheese, locally baked bun, chips
- CHEESE QUESADILLA | 10**
Cheddar & Monterey Jack cheeses on grilled flour tortilla
- GRILLED CHEESE | 10** (V) (GF)
American cheese, local sourdough, chips

SWEETS

- Praline Cheesecake | 8**
- Dragonfruit or Mango Sorbet | 7**
- Vanilla Bean or Chocolate Gelato | 7**

LOW PROOF
less alcohol

- BROVO ROSE SPRITZ | 12**
Brovo Pink Rose Vermouth, Soda Water
- ZERO PROOF**
alcohol free
- 13:40 | 10**
Green Tea + Lemonade
- HAJI HEART HEALER (HOT) | 14**
Blend of Fresh Juice + Calming Kava Root Chamomile, Spearmint, Hibiscus Flower, Rose
- PHONY NEGRONI | 16**
St Agrestis | Brooklyn



- (ve) vegan
- (V) vegetarian
- (GF) gluten free
- (BO) black owned
- (MC) hecho en chicago
- (S) sommelier's suggestion

WINE SELECTIONS

WINE LIST CURATED BY BRONZEVILLE SOMMELIER
DERRICK C. WESTBROOK

SPARKLING

Glass

J. Charpentier, Champagne Tradition Brut 2, France 8
Field Recordings, 'Pet Nat' Arroyo Grande Valley, California 14 ^{veg} ^(b)

WHITE

Clos Des Rocs, Monopole Chardonnay, Burgundy, France 17
Three Brooms, Sauvignon Blanc, Marlborough, New Zealand 15

RED

Ring Bolt, Cabernet Sauvignon, Margaret River, Australia 14 ^(b)
Casa Lapostolle, 'Cuvee Alexandre' Merlot, Apalta, Chile 15
Alberto Orte, 'La Antigua' Clasico Reserva, Rioja, Spain 22

BEER		BOTTLED BEER	
DRAFT BEER			
Goose Island 13 ^(b)	IPA, Chicago	Funkytown 11 ^(b) ^(ve)	Cuffin' Season Irish Red Ale, Chicago
Revolution Anti-Hero 13 ^(b)	IPA, Chicago	Funkytown 11 ^(b) ^(ve)	Hip-Hops and R&Brew Pale Ale, Chicago
Half Acre 13 ^(b)	Daisy Cutter Pale Ale, Chicago	Lagunitas 11	Little Sumpin' Sumpin' Ale, California
Metropolitan Flywheel 13 ^(b)	Pilsner, Chicago	Budweiser 10	Pale Lager, Missouri
Fat Tire Ale 13	Colorado	Stella Artois 10	Lager, Belgium
Guinness Stout 13	Dry Stout, Ireland	Corona 10	Pale Lager, Mexico
		Modelo 10	Pilsner, Mexico
		Heineken 10	Lager, Netherlands

COCKTAILS & SPIRITS

HAND CRAFTED COCKTAILS

BRONZEVILLE BOULEVARDIER | 15

Uncle Nearest, Sorrel, Italian Apertivo

THINGS TO DO | 15

Cognac, Reposado Tequila, Apple, Cardamom, Vanilla, Lemon

"THAT'S DIFFERENT" | 15

Gin, Cocchi Americano, Pear, Lemon, Cacao

UNCLE YAM'S OLD FASHIONED | 15

Uncle Nearest, Housemade Sweet Potato Simple Syrup, Bitters, Roasted Marshmallow

BRAND NEW | 15

Vodka, Elderflower, Green Tea, Fresh Lemonade

13:40 | 15





House Vermouth, Sparkling Wine, Seltzer, Grapefruit

FOOL'S GOLD | 15


Light & Dark Rums, Pineapple, Honey, Ginger, Lemon

SPIRITS

VODKA






- Playpen | 12  
- 18th Street | 12  
- Belvedere | 13
- Absolut | 12
- Grey Goose | 13

RUM

- Ten To One Caribbean
- Dark Rum | 13  
- Bacardi Silver | 13
- El Dorado 8 year | 13
- Ron Zacapa | 17

COGNAC | BRANDY



- Remy Martin X.O. | 46
- D'ussé X.O. | 36
- Hennessey V.S | 11

-  vegan  woman owned
-  biodynamic  black owned
-  hecho en chicago

GIN

- 18th St | 12  
- New Amsterdam | 12
- Applewood | 12
- Bombay Sapphire | 13
- Hendrick's | 12
- Tanqueray | 12
- The Botanist | 13






WHISKEY | BOURBON

- Brough Brothers | 12 
- Old Forester Rye | 15
- Uncle Nearest | 12
- Fuyu Japanese Small Batch | 17 

SCOTCH

- Balvenie Caribbean
- Cask 14 yr | 31
- Glenfiddich 12yr | 16
- Dewars White Label | 14

TEQUILA | AGAVE

- 123 Organic Blanco | 15 
- 123 Organic Reposado | 18 
- 123 Organic Anejo | 22 
- Bahnez Mezcal | 12
- Casamigos | 13
- Disbelief Blanco | 16  
- Disbelief Reposado | 16  
- Don Julio Blanco | 14
- Gran Coramino Reposado | 13
- Gran Coramino Anejo | 15
- Nosotros Blanco | 16 
- Libelula Reposado
- Blanco Blend | 13
- Paquera Espadin Mezcal | 15 
- Pluma Negra Mezcal | 18 



(Sub)Exhibit 6.
(To Concession Lease And License Agreement)

Form Of Letter Of Credit.

SAMPLE FORM OF LETTER OF CREDIT

Issuing Bank Letterhead

(must be a bank located in the Chicago metropolitan
area) Irrevocable Standby Letter of Credit

Letter of Credit No.

Date: , 20__

Chicago Department of Aviation
Chicago's O'Hare International Airport P.O. Box.
66142 Chicago, Illinois 60666
Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$ Dollars ("Stat ed Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.
2. Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.
3. Partial and multiple drawings are permitted hereunder.
4. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.
5. This credit shall expire on , 20__, unless extended as provided herein.
6. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a

notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

7. Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. ."
8. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
9. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
10. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq., as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
11. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

Name:

Title:

(Sub)Exhibit "A" referred to in this Form of Letter of Credit reads as follows:

(Sub)Exhibit "A".
(To Form Of Letter Of Credit)

This is an Integral Part of Standby Letter of Credit No. _____

Certificate For Drawing.

The undersigned, the Commissioner of the Chicago Department of Aviation, represents, warrants and certifies to _____ (the "Bank") with reference to Letter of Credit No. ____ Chicago (the "Beneficiary") that: issued by the Bank in favor of the City of

A breach of the Lease and License Agreement ("Agreement") dated as of _____, 20____, as amended, modified or supplemented, between the City of Chicago ("City") and _____, an _____, has occurred, or a replacement Letter of Credit in a form and substance satisfactory to the City Comptroller has not been issued to the City by a Financial Institution meeting the requirements set forth in the Agreement. As a result, the City is making demand under the Letter of Credit to pay _____ dollars (\$____) on the _____, day of 20____.

1. Payment of the draft shall be made by bank wire paid to our account as per our wire instructions below:

_____ (Name of Bank)
 _____ (City & State)
 _____ (ABA No.)
 _____ (Account Name)
 _____ (Account No.)
 _____ (Reference No., if any)

2. All defined terms used but not defined herein shall have the meaning assigned hereto in the Letter of Credit.

In witness hereof, the City has executed this certificate as of this _____ day of _____, 20____.

CITY OF CHICAGO

BY: _____

Its: Commissioner of Aviation

(Sub)Exhibit 7.
(To Concession Lease And License Agreement)

Insurance Requirements.

**Chicago Department of Aviation
HFF HPH SK ORD TS, LLC**

**Concession Lease and License Agreement
O'Hare International Airport**

A. INSURANCE REQUIRED

Tenant must provide and maintain at Tenant's own expense, during the term of the Agreement and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: Leased Space and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations performed. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions,

whether such liability is attributable to the Tenant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Tenant with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 and airside access or \$9,000,000 for airfield access per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Property

The Tenant must maintain All Risk Property Insurance for the Leased Space including improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and Extra Expense. The City is to be named as an additional insured and loss payee, as its interest may appear. Tenant is responsible for all loss or damage to personal property including equipment, fixtures and contents.

- 6) Liquor Liability
When applicable, Respondent must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. 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 this Agreement.

- 7) Professional Liability
Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. Coverage must include, but not be limited to, technology errors and omissions. 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.

- 8) Cyber Liability
Cyber Liability Insurance must be maintained with limits of not less than \$5,000,000 for each occurrence or claim if coverage is commercially available and financially feasible as deemed by the City. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Tenant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability, including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems., no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody or control of Tenant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured versus insured exclusion, the exclusion must be amended and not be applicable to the City

- 9) Commercial Crime Insurance
The Tenant must provide a Fidelity Bond or Commercial Crime coverage covering all loss or damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received or on premises or in possession of Tenant at any given time. The City must be named as a loss payee as its interest may appear. Coverage must include, but not be limited to, third party fidelity coverage, including coverage for loss due to theft and must not contain a requirement for an arrest and/or conviction.

10) Builders Risk

When Tenant undertakes any construction, including improvements, betterments, upgrades and/or repairs, the Tenant must provide or cause to be provided, All Risk Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that will be part of the permanent facility/Leased Space Property. The City of Chicago is to be named as an additional insured and loss payee as its interest may appear.

The Tenant is responsible for all loss or damage to City of Chicago property at full replacement cost.

B. Additional Requirements

Evidence of Insurance. Tenant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 N. LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Tenant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver of Subrogation. Tenant hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance

herein for any loss arising from or relating to this Agreement. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenant's Insurance Primary. All insurance required of Tenant under this Agreement must be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit the Tenant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Agreement.

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

Insurance and Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Tenant. If Tenant desires additional coverages, the Tenant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Tenant must name the Subcontractor(s) as a named insured(s) under Tenant's insurance or Tenant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Tenant but be no less than \$2,000,000 per occurrence for landside, \$5,000,000 per occurrence for access to airside and \$10,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Tenant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Tenant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Tenant is

also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 8.
(To Concession Lease And License Agreement)

ACDBE Special Conditions And Related Forms.

City of Chicago Department of Aviation

**Special Conditions Regarding
Airport Concessions Disadvantaged Business Enterprise (ACDBE)
Commitment**

L POLICY AND PROGRAM

It is the policy of the City of Chicago ("City") not to discriminate on the basis of race, color, sex or national origin in the award or performance of airport concession agreements. Because the City is a recipient of Airport Improvement Program funds from the Federal Aviation Administration ("FAA"), the concessions at the City's airports are subject to 49 CFR Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions ("Part 23"). The City will not, directly or indirectly, through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or impeding the accomplishment of the objectives of Part 23. Compliance with Part 23 requirements will not diminish or supplant the Concessionaire's obligations to comply with nondiscrimination laws as required elsewhere in the Agreement. In the event of a conflict between the provisions of these Special Conditions and the requirements of Part 23, the requirements of Part 23 shall prevail. Part 23 is available on-line at <https://www.ecfr.gov/current/title-49/subtitle-A/part-23?toc=1>.

It is further the policy of the City, in accordance with the requirements of Part 23, that Airport Concession Disadvantaged Business Enterprises ("ACDBEs") have the maximum opportunity to participate fully in the City's airport concession program. As used throughout these Special Conditions, the term "ACDBE" means an entity that has been certified as such under the Illinois Unified Certification Program ("UCP"). If a firm is not certified by the Illinois UCP as an ACDBE in accordance with the standards in Part 23, the firm's participation is not counted for Part 23 purposes. ACDBEs certified by other jurisdictions are not considered certified ACDBEs for purposes of this Agreement and will not be counted as such unless they have also been certified by the Illinois UCP.

In accordance with Part 23, Subparts B and D, the City submitted an ACDBE Program and ACDBE Goal for approval by the FAA. The FAA-approved ACDBE Program and ACDBE Goal are available upon request. In the event of any amendments or revisions to Part 23 (or any related or superseding regulations), these Special Conditions shall be subject to such revised regulations and any City-promulgated program, regulations, or goals established thereunder. Upon request by the City, this Agreement shall be amended to replace these Special Conditions with revised Special Conditions that reflect the then-current federal regulations, if necessary.

The following assurances are required to be included in the Agreement by 49 CFR § 23.9(c). Concessionaire is deemed to be the “concessionaire or contractor” referenced.

1. This agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23.
2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

II. PROGRAM GOALS

The City has established, and the Federal Aviation Administration has approved, aspirational goals for ACDBE participation in its airport concessions program as required by Part 23, Subpart II. Generally, ACDBE participation in airport concessions is measured as a percentage of annual gross receipts earned by the concessions. Details on counting ACDBE participation are found in 49 CFR §§ 23.53 (rental car concessions) and 23.55 (non-rental car concessions) and described further below.

The below aspirational goals are for the City’s concessions program as a whole. With respect to this Agreement, the City may or may not have established a contract-specific ACDBE aspirational goal at the time that the City issued the Request for Proposals for the concession (“RFP”). If the RFP included a contract-specific goal, Tenant’s proposal either included participation by ACDBE(s) that met or exceeded the contract-specific goal or Concessionaire demonstrated “good faith efforts” to meet that contract-specific goal but was unable to do so. Guidance on “good faith efforts” can be found in Appendix A to 49 C.F.R. Part 26. Appendix A as it appears on the date of the Agreement is incorporated in Section VI.A. of these Special Conditions, but Concessionaire is responsible for compliance with federal regulations as they may be amended from time to time.

1. All Concessions Except Rental Cars.

O’Hare International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 32%. Historical data regarding ACDBE participation at the City’s airports indicates that this aspirational goal should consist of a race-neutral goal of 7% and a race-conscious goal of 25%.

Midway International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 45%. Historical data regarding ACDBE participation at the City’s airports indicates that this aspirational goal

should consist of a race-neutral goal of 8% and a race-conscious goal of 37%.

- B. **Rental Car Concessions.** Due to the lack of ACDBE rental car companies, the national or regional nature of rental car industry procurement practices and a general lack of reliable historical data, the City has determined that the aspirational goal for ACDBE participation in rental car concessions at both airports is 1.25%. Nevertheless, rental car concessionaires are encouraged to use all reasonable efforts to maximize procurement of goods and services from ACDBEs that may be certified in the Illinois UCP or the UCPs of other states.

In 2012, the Rent-A-Car Concessions Voluntary M/W/DBE Program ("RAC Program") was approved by City Council of Chicago, Illinois, as part of an amendment to the rental car concession license agreements at Chicago O'Hare and Midway International Airports. (*Coun. J. 12-12-2012, p. 43891.*) As part of the program, the on-airport rental car companies ("RACs") will use good faith efforts to expand contracting opportunities for businesses owned by minorities, women and/or disadvantaged persons in connection with "non-fleet expenditures" attributable to the On-Airport RAC's operations at the Airports. The RACs agree that for fiscal year 2017 and thereafter, the goal of their outreach efforts will be to achieve, at a minimum, 30% of non-fleet expenditures with businesses owned by M/W/DBEs that are either certified or not certified but are owned by minority, women and/or disadvantaged persons.

III. CONCESSIONAIRE'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

The extent and nature of the ACDBE participation commitment by Concessionaire is documented in Schedules B, C and/or D attached to these Special Conditions ("ACDBE Commitment"). As used these Special Conditions and in Schedules B, C and D, "Concessionaire" means the entity with whom the City has entered into a concession agreement, whether that entity is referred to in that agreement as "Tenant," "Licensee" or other term.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Agreement. If the Agreement indicates that there is no ACDBE participation requirement, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Concessionaire did not propose any ACDBE participation or (b) the Concessionaire demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

If there is ACDBE participation in the form of a joint venture member, the attached Schedule

B sets forth the essential terms of that joint venture participation, including a representation as to the value of the ACDBE's activities in operating the concession as a percentage of gross revenues, and a copy of the joint venture agreement is attached to Schedule B. If there is ACDBE participation is in the form of ACDBE(s) acting as sublicensee(s), subtenant(s) or subcontractor(s), it is documented in Schedules C and D. Schedule(s) C is the commitment by the ACDBE(s) to participate by providing the goods or services indicated, and Schedule D is the commitment by the non-ACDBE to such participation by the ACDBE(s).

B. CHANGES IN ACDBE PARTICIPATION

Pursuant to 49 CFR 23.25 and 49 CFR 26.53, Concessionaire must not make arbitrary changes to its ACDBE Commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Concessionaire must not terminate the ACDBE agreement, reduce the scope of the ACDBE's participation in the concession, nor decrease the compensation to the ACDBE, as applicable, without in each instance receiving the prior written consent of the City. The City will not consent unless Concessionaire shows good cause. Concessionaire must promptly notify the Commissioner of any proposed change in an ACDBE agreement and submit a copy of the proposed amendment to the ACDBE agreement. Prior to requesting consent from the City to terminate or substitute an ACDBE, Concessionaire must give notice to the ACDBE, with a copy to the City, providing the ACDBE an opportunity to respond.

In any event, the collective participation of the previously approved ACDBE(s) must either continue to contribute to the concession at least the value of the ACDBE Commitment, as stated in terms of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Concessionaire pursuant to (D) below to maintain the ACDBE Commitment, except as provided in (C) below. Failure to comply with the ACDBE Commitment is an event of default under the Agreement. If the proposed change in ACDBE participation is approved by the City, Concessionaire and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

These notice and consent requirements apply both pre- and post- award of the Agreement. Note that changes to a joint venture Concessionaire prior to award may result in rejection of the proposal if the City determines, in the sole discretion of the Commissioner, that those changes affect Concessionaire's qualifications.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

In the event that it appears that Concessionaire will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Concessionaire, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Concessionaire and the ACDBE's participation can no longer be counted, (iii) the ACDBE's certified area of specialty has been changed through no fault of Concessionaire and the ACDBE's participation can no longer be counted, or (iv) an ACDBE is otherwise unable or unwilling to perform its obligations through no fault of Concessionaire, then Concessionaire

must promptly notify the ACDBE with a copy to the City, of its intent to terminate or substitute the ACDBE's participation and provide the ACDBE with a minimum of five days to respond, unless the City grants permission for a shorter response period as a matter of public necessity (i.e. safety). Concessionaire requests to the City for permission to terminate or substitute an ACDBE must specify one or more of the foregoing reasons as the cause for potential non-compliance with the ACDBE Commitment. If the City concurs with the specified reason, Concessionaire shall use good faith efforts as described in Section VI below to replace the ACDBE's participation with participation by another ACDBE. As provided in Section VI, Concessionaire must demonstrate those good faith efforts to the satisfaction of the Commissioner. Failure to comply with the foregoing shall be an event of default under the Agreement.

Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same function under terms more advantageous to the Concessionaire; issues about performance by the committed ACDBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and an ACDBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBES

If Concessionaire identifies a substitute, replacement or additional ACDBE for the City's approval, Concessionaire's request for approval shall include the name, address, and principal official of the proposed ACDBE; the nature and essential terms of the ACDBE agreement under which the ACDBE will participate; and a letter of intent signed by Concessionaire and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Concessionaire must provide such other affidavits and documents as the City may request to evaluate the request. The City will evaluate and respond to the submitted documentation within fifteen working days after the submittal of a complete request. The response may be in the form of approving the request, requiring more information, or requiring an interview.

Actual use of a substitute, replacement or additional ACDBE should not be made by Concessionaire before City approval is given. An ACDBE agreement between Concessionaire and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the ACDBE agreement must be submitted immediately to the City.

E. AGREEMENT EXTENSIONS, ASSIGNMENTS AND SUBLEASES

If the Agreement contains a term extension or if the Concessionaire proposes an assignment or sublease of the Agreement, as a condition precedent to the City's consent to such extension, assignment or sublease, the City and Concessionaire will revisit and possibly adjust the Concessionaire's ACDBE Commitment to reflect any possible change in ACDBE availability

and to ensure compliance with Part 23 as it may have been amended in the interim. Concessionaire will be required to provide amended Schedules D, B, or C, along with amended ACDBE agreements, to reflect any required changes to the ACDBE Commitment or provide documentation of good faith efforts to achieve increased ACDBE participation.

IV. COUNTING ACDBE PARTICIPATION

A. CONCESSIONS OTHER THAN RENTAL CAR

In order for participation in the concession to be counted and reported to the FAA, ACDBEs must perform a commercially useful function, as defined in 49 CFR § 23.55(a). The work performed or gross receipts earned by a firm after its ACDBE eligibility has been removed are not counted, except as provided in 49 CFR § 23.55(j). Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "buildout") are not counted (but may be subject to goals for M/WBE or other types of participation under a local program as specified by the City). Otherwise, ACDBE participation in non-rental car concessions is counted in accordance with 49 CFR § 23.55 as follows:

1. *Concessionaire is an ACDBE.* When Concessionaire is an ACDBE or a joint venture consisting only of ACDBEs, the gross receipts earned by Concessionaire are counted. Gross receipts attributable to a non-ACDBE sublicensee of Concessionaire are not counted.
2. *Separate locations.* When an ACDBE performs as a sublicensee to Concessionaire with its own concession location or when Concessionaire is a joint venture which includes a non-ACDBE and in which an ACDBE operates its own separate location, the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE's responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.
3. *Joint venture, no separate locations.* When Concessionaire is a joint venture with an ACDBE participant and the ACDBE jointly participates with a non-ACDBE in the operation of all locations, only the portion of the Concessionaire's gross receipts attributable to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces is counted. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Concessionaire to submit evidence to substantiate the value of the ACDBE's contribution. If the Concessionaire fails to submit satisfactory evidence, it is an event of

default under the Agreement.

4. *Subcontractor participation.* When an ACDBE provides, as a subcontractor to Concessionaire, goods or services for operation of the concession, the amounts paid to the ACDBE are counted as provided below. However, if the ACDBE enters into a subcontract with a non-ACDBE to provide the goods or services, the amounts paid to the non-ACDBE are not counted.
 - a. The entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that the City determines this amount to be reasonable and not excessive as compared with fees customarily paid for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
 - b. The entire amount of the cost of goods obtained from an ACDBE manufacturer, as provided in 49 CFR § 23.55(f).
 - c. The entire amount of the cost of goods purchased or leased from a ACDBE regular dealer, as provided in 49 CFR § 23.55(g).
 - d. For goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer, the amount of reasonable fees, commissions, or delivery charges earned by the ACDBE, as provided in 49 CFR § 23.55(h).

B. RENTAL CAR CONCESSIONS

If Concessionaire is a rental car company, ACDBE participation counts in accordance with the provisions of 49 CFR § 23.53. Goods and services will be counted in accordance with the following:

1. The entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services; and further provided that any portion of a fee paid by a manufacturer to an ACDBE car dealership for reimbursement of work performed under the manufacturer's warranty is excluded;
2. The entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the Concessionaire, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
3. For other goods and services, ACDBE participation counts as provided in 49 CFR § 26.55 and § 23.55. In the event of any conflict between these two sections, § 23.55 controls.

4. If a rental car company has a national or regional contract with an ACDBE, it may count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract as provided in § 23.55(f).

Rental car companies may also count ACDBE direct participation through direct ownership arrangements, but such arrangements are not required.

V. CERTIFICATION, RECORDS, REPORTS AND MONITORING

A. CERTIFICATION

Copies of letters of certification from a member of the Illinois UCP for each ACDBE that is part of Concessionaire's ACDBE Commitment are attached to their respective Schedule C or Schedule B. All letters of certification issued by the City of Chicago include a statement of the ACDBE firm's area of specialization.

Each ACDBE must promptly notify Concessionaire if there is any change in the ACDBE's certification status. Concessionaire, in turn, must notify Commissioner of any change in an ACDBE's certification status and provide a copy of any correspondence from the certifying agency regarding the status of an ACDBE's certification.

The ACDBE's scope of work, as detailed by Schedule B, C or D, must conform to its stated area of specialization. If, during the course of this Agreement, Concessionaire proposes to amend Schedules B, C or D so that an ACDBE performs additional work or supplies additional goods, materials or services not covered by its area of certification, the ACDBE must request an extension of its certification for such work, goods, materials or services in order to count toward the ACDBE's participation in the concession. The request to expand the scope of the ACDBE's certification, together with all documentation required by the City to process that request, must be received by the City at least 60 days in advance of the proposed date to perform such additional work or supply such additional goods, materials or services.

B. RECORDKEEPING

The Concessionaire must maintain records of all relevant data with respect to the utilization of ACDBEs, retaining these records for a period of at least three years after termination or expiration of the Agreement. Concessionaire grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

C. REPORTING

Concessionaire must file ACDBE utilization reports (monthly if non-rental car and quarterly if rental car), together with its concession license fee payment, delineating for the month or quarter,

as applicable, and cumulatively for the year-to-date: (i) contribution by ACDBE joint venture member(s) or sublicensee(s) to Concessionaire's gross receipts and (ii) payments to ACDBE subcontractor(s). Each ACDBE utilization report must be signed by an authorized officer or representative of the Concessionaire and be notarized.

D. MONITORING

The City will, from time to time during the term of the Agreement, conduct investigations and interviews to monitor and verify that ACDBE participation in the concession meets or exceeds the ACDBE Commitment. Concessionaire must give, upon request, earnest and prompt cooperation to the City in submitting to inspections and interviews, in allowing entry to places of business, in providing further documentation, and in requiring the cooperation of its ACDBEs.

If the City determines that an ACDBE's actual role or responsibilities do not comply with the representations made by Concessionaire and the ACDBE in Schedules B, C or D, or that Concessionaire and/or ACDBE have misrepresented to the City either the payments to the ACDBE or the value of the ACDBE's participation in a joint venture, it shall be an event of default under the Agreement.

VI. GOOD FAITH EFFORTS

A. EXAMPLES

Examples of "good faith efforts" are described below and in 49 CFR § 23.25, 49 CFR § 26.53, and Appendix A to 49 CFR Part 26. As provided in § 23.25, § 26.53 and Appendix A to 49 Part 26, the following are examples of documented actions that the City may take into consideration in determining whether Concessionaire made good faith efforts:

1. Soliciting through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform work or services or to supply goods relevant to the concession. Concessionaire must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Concessionaire must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Soliciting the work, services or goods in portions that increase the likelihood that an ACDBE can perform the work or services or provide the goods. This includes, when appropriate, breaking out contract items into economically feasible units to facilitate ACDBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.
3. Providing interested ACDBEs with adequate information about the operations, management and requirements of the concession in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested ACDBEs. Evidence of such negotiation includes the names, addresses and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the opportunities selected for possible ACDBE participation; and evidence as to why agreement could not be reached for ACDBEs to perform the work.

NOTE: A concessionaire using good business judgment would consider a number of factors in negotiating with potential business partners or subcontractors, including ACDBEs, and would take a firm's price and capabilities as well as contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a failure to meet the ACDBE Commitment, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from ACDBEs if the price difference in comparison to non-ACDBEs is excessive or unreasonable.

5. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The ACDBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for rejection.
6. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Concessionaire.
7. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

B. DOCUMENTATION

Whenever Concessionaire is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Concessionaire must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Concessionaire took all necessary and reasonable steps which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain compliance, even if not fully successful. The following types of documentation, as applicable to the situation, will be considered by the City in determining whether Concessionaire has made good faith efforts:

1. A listing of all ACDBE firms that were contacted that includes:

- a. names, address and telephone numbers of ACDBE firms contacted;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, etc.);
 - d. name of the person contacted.
2. Copies of letters or any other evidence of mailing that substantiates outreach to ACDBE vendors that include:
 - a. concession identification and location;
 - b. descriptions/classification/commodity of work, services or goods for which quotations were sought; and
 - c. date, time and location for submittal of bids or proposals.
3. Detailed statement which summarizes direct negotiations with appropriate ACDBE firms and indicates why negotiations were unsuccessful.
4. Affirmation that good faith efforts have been demonstrated by choosing opportunities likely to be performed by ACDBEs by not imposing any limiting conditions which were not mandatory for all potential bidders\proposers; or denying the benefits ordinarily conferred for the type of opportunity that was solicited.
5. Copies of proposed portions of the work, services or goods to be performed or provided by ACDBEs in order to increase the likelihood of ACDBE participation.
6. Evidence that Concessionaire negotiated in good faith with interested ACDBEs.
7. Evidence that Concessionaire did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Evidence that Concessionaire made efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
9. Evidence that Concessionaire made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. Evidence that Concessionaire has provided timely notice of the opportunity to at least 50 percent of the applicable ACDBEs listed in the Illinois UCP Directory. The City may contact the ACDBEs identified by Concessionaire for verification of such notification.
11. Evidence that ACDBE participation is excessively costly. In order to establish that a ACDBE's quote is excessively costly, Concessionaire must provide the following information:
 - a. A detailed statement of the opportunity identified for ACDBE participation for which Concessionaire asserts the ACDBE quote(s) were excessively costly.
 - b. A listing of all potential business partners or subcontractors

contacted for a quotation on that opportunity.

- c. Prices quoted by all such potential business partners or subcontractors for that opportunity.
- d. Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly.

C. ADMINISTRATIVE RECONSIDERATION

1. For the purposes of this Agreement, the City has delegated the responsibility for making the determination regarding a Concessionaire's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Concessionaire has timely submitted. Within five days of being informed by the Department that Concessionaire has not documented sufficient good faith efforts, Concessionaire may request administrative reconsideration. The request must be made in writing to the following official:

City of Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Commissioner

NOTE: The Commissioner may not have played any role in the original determination that the Concessionaire did not make or timely document sufficient good faith efforts. The Commissioner may appoint a reconsideration officer, who did not play any role in the original determination, to act in his or her stead.

With copies to:
City of Chicago
Department of Procurement Services
City Hall, Room 806 121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

City of Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

City of Chicago Department of Law
Aviation, Environmental, Regulatory and Contracts Division
2 North LaSalle Street, Suite 540
Chicago, Illinois 60602

Attention: Deputy Corporation Counsel

2. As part of this reconsideration, the Concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Concessionaire will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Concessionaire a written decision on reconsideration, explaining the basis for finding that the Concessionaire did or did not make adequate good faith efforts.

VII. NON-COMPLIANCE AND DAMAGES

A. NON-COMPLIANCE GENERALLY

Concessionaire's failure to comply with these Special Conditions constitutes a material breach of the Agreement and entitles the City to declare an event of default. If Concessionaire fails to cure the default within the time allowed under the default provisions of the Agreement, the City may exercise those remedies provided for in the Agreement, at law or in equity, including termination of the Agreement. In addition to any remedies specified in the Agreement, at the City's option the term of this Agreement will become month-to-month until the City locates a new Concessionaire. At the City's option, any improvements added by Concessionaire must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Concessionaire has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Concessionaire damages suffered by the ACDBEs as a result of such non-compliance. Such disputes may impact the quality of concessions at the City's airports and/or the ability of other airport tenants to solicit ACDBE participation. Therefore, Concessionaire consents to have any disputes between Concessionaire and affected ACDBEs resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by the prevailing party in accordance with any applicable regulations. This provision is intended for the benefit of all ACDBEs affected by Concessionaire's failure to comply with ACDBE agreements and grants ACDBEs specific third-party beneficiary rights. In cases deemed appropriate by the City, a dispute may lead to the withholding of sums that the City may owe Concessionaire until the City receives a copy of the final arbitration decision, but in no event will Concessionaire be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.

(Sub)Exhibit 9.
(To Concession Lease And License Agreement)

MBE/WBE Special Conditions And Related Forms.

**SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS
ENTERPRISE COMMITMENT AND WOMEN OWNED BUSINESS
ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS**

I. Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Contract Specific Goals and Bids

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- I. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
- II. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find

MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

MBE Contract Specific Goal: 26%

WBE Contract Specific Goal: 6%

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Contract Specific Goals and Contract Modifications

I. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub) contract with MBEs and WBEs to meet the Contract Specific Goals.

1. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
2. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.

II. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

"Area of Specialty" means the description of a MBE's or WBE's activity that has been

determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Construction Contract" means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject

matter of the Construction Contract will count as Direct Participation toward the Contract Specific Goals.

“Directory” means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

“Executive Director” means the executive director of the Office of Compliance or his or her designee.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint venture” means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

“Minority Business Enterprise” or “MBE” means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

“Women Business Enterprise” or “WBE” means a firm certified as a women owned business enterprise in accordance with City Ordinances and Regulations.

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

I. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

II. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

III. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

IV. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding; and/or work to be performed by employees of the newly formed joint venture entity;

1. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
2. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

IV. Counting MBE and WBE Participation Towards the Contract Specific Goals

Work items to be performed by the MBE's or WBE's own forces

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will

be counted toward the stated Contract Specific Goals. The “Percent Amount of Participation” depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder’s compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual- certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
- B. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

A. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

- Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- If the MBE or WBE performs the work itself:
 - 100% of the value of work actually performed by the MBE’s or WBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

- If the MBE or WBE is a manufacturer:
 - 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
 - If the MBE or WBE is a distributor or supplier:
 - 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
 - If the MBE or WBE is a broker:
 - 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - As defined above, Brokers provide no commercially useful function.
 - If the MBE or WBE is a member of the joint venture contractor/bidder:
 - A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
 - OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
 - Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- C. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
 3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar

- services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

- Schedule B: MBE/WBE Affidavit of Joint Venture
 - Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

- Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

D. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

E. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

F. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

G. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.

H. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

I. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 2. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - Names, addresses, emails and telephone numbers of firms solicited;
 - Date and time of contact;
 - Person contacted;
 - Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 3. Evidence of contact, including:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item, and location for acceptance of subcontractor bids;
 - Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - Bids received from all subcontractors.
 4. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.

- Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

VI. Demonstration of Good Faith Efforts

- I. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- II. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
- J. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
- K. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
- L. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
 1. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting

Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
 - Unavailability after receipt of reasonable notice to proceed;
 - Failure of performance;
 - Financial incapacity;
 - Refusal by the subcontractor to honor the bid or proposal price or scope;
 - Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 - The subcontractor's withdrawal of its bid or proposal; or
 - De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.)
- If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
 - M. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its

scope of work must be submitted with the request.

- N. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
- O. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non- MBE or non-WBE.
- P. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- Q. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

- During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit

notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mwdbe.com>

- R. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- S. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or

WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

- Payments due to the contractor may be withheld until corrective action is taken.
- Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

(Sub)Exhibit 10.
(To Concession Lease And License Agreement)

*Design And Construction Standard Operating
Procedures -- Concessions.*



Design and Construction Standard Operating Procedures

Concessionaire Projects Standard Operating Procedures (C-SOP)

O'Hare International Airport

Midway International Airport

Chicago Department of Aviation
April, 25, 2024



Definitions

In addition to the terms defined elsewhere, the following words, phrases, when capitalized, have the following meanings:

Airport: refers to O'Hare International Airport and/or Midway International Airport.

Airport Concession Program Handbook: refers to the manual created by CDA to coordinate operations of the Concession location with the CDA, including inspections, daily operations, and construction.

Architect of Record/ Engineer of Record (AOR/EOR): refers to the Concessionaire Architect and/or Engineer of Record.

Architect Point of Contact (Architect POC): refers to the architects, engineers and/or consultants working on a concession project.

As-Builts: refers to the drawings that document on-site changes to the original construction documents. The initial plan markups are submitted by the General Contractor to the Architect or Engineer of Record for submission to CDA. These drawings are required by Chicago Department of Aviation as part of the close out documentation package and include both print and electronic formats.

Business Day: refers to a measurement of time that typically is a day in which normal business is conducted Monday through Friday; excluding Saturday, Sunday and City of Chicago holidays for all documentation and design submittals.

CDA CAD / BIM Standards: refers to the standards created by the Chicago Department of Aviation describing requirements for drawings.

CDA's Coordinating Architect of Design and Construction: refers to the designee appointed by the CDA to oversee the design creation and review process. This entity may also be involved in the review of the construction process to ensure coordination with the design.

Chicago Department of Aviation (CDA): refers to the managing entity for the Airports on behalf of the City of Chicago.

CDA Concessions (CDA-C): refers to the department within CDA responsible for the oversight of the concessions program or its Concessions Management Representative (CMR)

CDA Construction Safety Manual: refers to the manual created by the City of Chicago and the Chicago Department of Aviation (CDA) to incorporate health and safety regulations as the responsibility of the Contractor working on Airport premises.

CDA Point of Contact (CDA POC): refers to a CDA employee or a designated representative assigned by CDA who will oversee the development of the construction project on behalf of CDA.

CDA Project Number: refers to CDA project identification number that is required to be included on all correspondence and applications submitted throughout the design and construction process.

CDA Safety: refers to any party working for, or on behalf of, the CDA in regard to safety, security, or similar airport operations.

Chicago Department of Public Health (CDPH): refers to the City of Chicago entity responsible for enforcing Chicago Health Codes, by performing inspections and administering permits. "Concessionaire" refers to the leaseholder or tenant in the business of selling products or services to the public at the Airport.

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Concessionaire: refers to the entity with a legal right to occupy Airport property including airlines, concessionaires, government agencies or other entities operating on Airport property, who desire to perform construction or renovation on Airport property.

Concessionaire Point of Contact (Concessionaire POC): refers to any party working on behalf of a concessionaire, which will include architects and their engineers and consultants (POC Architect), and the general contractors and their subcontractors (POC Contractor).

Concessions: refers to non-rental car concession businesses at the Airport selling products or services to the public.

Concessions Design Guidelines for Midway: refers to the guidelines established by the CDA regarding overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago Midway International Airport (MDW).

Concessions Design Guidelines for O'Hare: refers to the guidelines established by the CDA regarding overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago O'Hare International Airport (ORD).

Concessions Management Representative: (CMR) refers to the entity or entities retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.

Codes: refers to all applicable CDA standards, specifications, and building codes including but not limited to the Chicago Building Code, Chicago Electric Code, Chicago Mechanical Code, Chicago Plumbing Code, Chicago Fire Prevention Code, Chicago Fire Prevention Code, Illinois Plumbing Code, International Fire Code(s), NFPA Code(s), Life Safety Code(s), the Illinois Accessibility Code, Federal ADA Accessibility Guidelines, and FAA & DOT regulations. Concessionaire AOR and EOR are responsible for identifying and confirming all applicable standards, regulations and codes.

Construction Services: refers to the portion of the project involving construction, including but not limited to trade labor, material purchase, equipment purchase, tool or equipment rentals, support services such as safety monitoring, clean up labor, delivery costs, taxes, etc. that directly results in a code compliant concession location.

Contractor Point of Contact (Contractor POC): refers to the general contractor and any subcontractors working on a concession project.

Department of Buildings: refers to the City of Chicago entity responsible for enforcing Chicago Building Codes, by performing inspections and administering permits.

Design and Construction Standard Operating Procedures; Concessions Projects (C-SOP): refers to the guidelines established by CDA and CDA Concessions as the process by which all Concessions projects are reviewed and approved.

Design Documents/Construction Documents: refers to the documents that illustrate and describe the project design by defining scope, relationships, forms, size, and appearance of the project with specifications, plans, sections, elevations, perspectives, typical sectional details, diagrams, and equipment layouts.

Liquor License: refers to the City of Chicago entity responsible for enforcing the Chicago Liquor License by performing inspections and administering permits.

MEFPF: refers to mechanical, electrical, plumbing, and fire protection/ fire alarm equipment and/or systems.



MOPD: Mayor's Office for People with Disabilities.

MDW: refers to Midway International Airport.

ORD: refers to O'Hare International Airport.

Pre-Construction Meeting: refers to the mandatory meeting held prior to project construction.

Project Initiation Letter (PIL): refers to the Concessionaire's formal letter submittal to CDA Design and Construction requesting a CDA Project Number. The Project Initiation Letter should clearly define the project and scope.

Professional Services: refers to the portion of the project involving design, coordination, or post-construction work including but not limited to design, code review, project or program coordination, etc. that is associated with, but not necessarily required for the concession location. Note that work performed by an employee of the Concessionaire does not count as Professional Services.

Record Drawings: refers to the drawings submitted by the AOR or EOR to CDA that document the final built conditions of the project, which have incorporated all As-Builts from the General Contractor. These drawings are required by CDA as part of the close out documentation package and include both print and electronic formats.

Retail Management System (RMS): refers to the CDA's secure concessions portal, AirportWare™ Software Suite, for Capital Program Management, Lease Management, Aviation Statistics, and Facilities Inspection.

Review Comments Form: refers to the CDA template used to document all reviewing parties' comments regarding the drawing submittal.

Review and Conditions Letter: refers to the document that is issued by CDA and used at all submittals throughout the drawing review process as a communication and response tool between review parties and the Concessionaire.

Sustainable Airport Manual (SAM™): refers to the manual created by CDA to incorporate and track sustainability in administrative procedures, planning, design and construction, operations and maintenance, and concessions and tenants with minimal impact to project schedules or budgets.



Introduction

The City of Chicago, acting through the CDA, is responsible for the management and operation of ORD and MDW. CDA reserves the right to review and approve the construction and/or modification of any Concession on Airport property. CDA, through its Design and Construction Division, reviews, oversees, and approves design and work for all new construction, renovation, and remodeling projects at the Airports.

The procedures, submission requirements, and deadlines set forth in this C-SOP document are mandatory and may only be waived in unique circumstances upon written approval by CDA Concessions. CDA reserves the right to modify the requirements at any time.

The Concessionaire shall provide evidence of professional services throughout all stages of work. All project documentation shall be prepared, signed, and stamped by a licensed design professional. Throughout the design process the Concessionaire is to utilize the most sustainable design practices in the industry with reference to the Sustainable Airport Manual (SAM™) to the extent dictated in the Concessionaire's signed Lease and License Agreement. The CDA, through its Design and Construction Division & CDA Concessions, reviews, oversees, and approves design and work for all new construction, renovation, and remodeling projects at the Airports.

All Concessionaires who desire to perform construction or renovation on Airport property shall use the following procedures.

Please refer to:

- **Common Exhibit (CE)-1: Development Process Overview Average Timeline**



STEP 1.0: Project Initiation

1.1: Project Initiation Letter & Concept Proposal

Prior to the submittal of any design documents, the Concessionaire must submit to the CDA POC, Design and Construction, a Project Initiation Letter on the Concessionaire letterhead.

Please refer to the C-SOP Exhibits & PIL Submittal Check List.

Please address all design submittals as identified below, and copy them as indicated in all emails:

CDA Point of Contact, Design and Construction

Chicago Department of Aviation
 Aviation Administration Building (AAB)
 10510 West Zemke Road
 Chicago, IL 60666

Email (as applicable):

ordtenantconstruction@cityofchicago.org

mdwtenantconstruction@cityofchicago.org

1.2: Project Initiation Letter Response

Within ten (10) Business Days of receiving the Project Initiation Letter, CDA will send a "Response to Project Initiation Letter" to the Concessionaire with comments and direction regarding the design submittals, including the Concessionaire's assigned Project Number which must be included on all future project correspondence and submittals including on all permits. The letter will identify the CDA Point of Contact for the design phase of the project. The Project Initiation Letter Response will also provide notice of the SAM™ checklist requirement, which will be necessary for all Concession work. All Concessionaire questions, concerns, or requests for information or project coordination should be directed to CDA Concession's Point of Contact. The Project Initiation Letter Response will include a response to the Concessionaire's proposed plan for creating and submitting digital design and construction documentation. The "Response to Project Initiation Letter" is informative only and does not represent any type of approval of the Concessionaire project. The "Response to Project Initiation Letter" shall not be used for construction or permitting purposes.

During the project initiation step, the Concessionaire and Architect POC should proactively consider potential sustainable design elements for further consideration and detail in preparation of sustainable design requirements as outlined in Step 2.

1.3: Request for Drawings / As-Builts / CADD Files

Concessionaires requesting documentation from CDA for use in their design shall use the link below for the "Document Request Form" and submit it to CDA Point of Contact for required approvals. Drawings, CADD files, or BIM models will not be available until the form is signed by CDA. The concessionaire will be notified by CDA Concessions Point of Contact when the documents are available.

The concessionaire must request the As-Builts as early as possible so that all relevant information and the existing drawings shall be incorporated in their drawing set. Please refer to:

- **Common Exhibit (CE)-2: CDA Standard Electronic Copy Document Request Form**



1.4: Document Management System

CDA may determine to give Concessionaire access to a project folder in its internal Document Management System for ease of sharing information. The concessionaire and Architect POC must follow all instructions for the use of the system.

- **Common Exhibit (CE)-3: Digital Deliverables Table**

End of STEP 1.0



STEP 2.0: Design Review

All Concession improvement projects require review by CDA Design and Construction. The Concession POC shall perform a code review to determine what permits are required. If it is determined that the scope of work does not require permit(s), the Concession POC shall explain this determination. Otherwise, building permits need to be issued by the Department of Buildings. CDA encourages the Concessionaire to allow ample schedule time to acquire all required building permits. Please note that if a signed construction permit is required, it can only be obtained by a licensed signed contractor. All projects are to conform and comply with all applicable CDA standards and codes.

2.1: Design Overview

The design review process includes design drawing, review, and approval. The project design timeline will vary based on multiple factors, such as scope of work, existing conditions, drawing completeness at time of submittal, and/or as dictated by CDA. Please refer to:

- **Common Exhibit (CE)-1: Development Process Overview Average Timeline**

2.2: Design Submittals and CDA Review

The Concessionaire will submit to the CDA Coordinating Architect of Design and Construction, the 30%, 60%, 90%, and 100% design completion levels. Other completion-level submissions may be accepted based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement "Response to Project Initiation Letter". The Concessionaire may also be required to conduct design-level presentations to CDA. All presentation requests will be addressed in CDA's "Response to Project Initiation Letter".

Both Plan Sets and Spec submittals must meet these criteria prior to submitting to CDA Design & Construction for review. If one or more of these criteria have not been met, it will be rejected by CDA Design & Construction. For help with setting up pdf files to meet this requirement, please go to [Working with Bookmarks \(bluebeam.com\)](https://bluebeam.com), [Page thumbnails and bookmarks in PDFs, Adobe Acrobat](#), or any other PDF editing software support for more information.

Below is a brief description of CDA's expectations for each design-level submittal.

2.3: 30% Schematic Design (SD) Submittal

The drawings illustrate the concept of the design and include spatial relationships, scale, and form for the Concessionaire and CDA to review. Content should include a site plan, floor plan, overall dimensions, and illustrative materials such as images, renderings, material selection boards, or models. Sections and elevations can be included if available and critical to describing the function of the project. If any portion of the project is proposed to occur outside of the buildings on Airport property, the drawings should show all impacts to existing utilities, infrastructure, pavement, fences, earthwork, and other civil conditions, and propose necessary relocations. **The drawings should incorporate and comply with Exhibit C & C.30.** A SAM™ Checklist should be included with this submittal to promote the early integration of sustainability strategies and ensure compliance with prerequisites. All drawings and models, if applicable, shall be submitted in accordance with CDA CAD / BIM Standards. A complete set of PDFs is also required as part of each design submission. See Appendix C of Part 1 of CDA Digital Governance.



2.4: 30% Schematic Design (SD) Submittal CDA Response with Review Comments

Fifteen (15) Business Days after the completion of the Concept Presentation and having submitted all necessary Concept Presentation documents prior to the presentation, CDA will provide the concessionaire the review comments to be addressed in the Excel document and directions regarding the next design submittal by email.

2.5: 60% Design Development (DD) Submittal

The drawings further enhance the previous submittal and include layouts of mechanical, electrical, plumbing, structural, civil, and architectural details, demolition plans, structural load calculations, technical evaluations, and phasing plans.

The designer's consultants including but not limited to mechanical, electrical, plumbing, structural, fire protection engineers, architects, and kitchen designers must make a site visit for all field verification. The Designer's site visit must be accompanied with CDA Concession POC.

The drawings should also contain floor plans, sections, and elevations with full dimensions, door and window details, and information on material specifications that communicate the level of quality. If the project will require modifications to or new utility services such as electricity, gas, water, or internet/phone, service applications and/or load calculations are to be submitted with identification of the party who will be responsible for paying utility bills. **The drawings should incorporate and comply with Exhibit C & C.60.** The submittal should include SAM™ Checklist with any changes or considerations requested in prior review comments. All drawings and models, if applicable, shall be submitted in accordance with CDA CAD / BIM Standards. A complete set of PDFs is also required as part of each design submission. See Appendix C of Part 1 of CDA Digital Governance.

2.6: 60% Design Development (DD) Submittal CDA Response with Review Comments

Within fifteen (15) Business Days of receiving the 60% submittal (design development) review set, CDA will provide the concessionaire the review comments to be addressed in an Excel document and directions regarding the next design submittal by email.

2.7: 90% Pre-Final Construction Documents (CD) Submittal

The drawings further detail all previous information including specifications for construction details and materials, materials selection, structural calculations, equipment layouts, and a barricade plan and elevation. Refer to Section 2.13 for a complete listing of required information. The drawings should have all the necessary information to bid and permit the project and are in compliance with all local, state and federal requirements and codes. **The drawings should incorporate and comply with Exhibit C & C.90.** The submittal should include the SAM™ Checklist with any changes or considerations requested in prior review comments. All drawings and models, if applicable, shall be submitted in accordance with CDA CAD / BIM Standards. A complete set of PDFs is also required as part of each design submission. See Appendix C of Part 1 of CDA Digital Governance.



2.8: 90% Pre-Final Construction Documents (CD) Submittal CDA Response with Review Comments

Within fifteen (15) Business Days of receiving the 90% submittal (pre-final construction) review set, CDA will provide concessionaire the review comments to be addressed in excel document and directions regarding the next design submittal by email.

2.9: 90% Pre-Final Construction Document (CD) Site Review Meeting

Following Response to 90% submittal letter, Concessionaire and CDA to schedule onsite or virtual conference meeting to review any open comments.

2.10: 100% Final Construction Documents (CD) Submittal

The drawing should reflect all comments made to the previous submittal and have all necessary information to bid and permit the project. The drawings should incorporate and comply with Exhibit C & C.100. All drawings and models, if applicable, shall be submitted in accordance with CDA CAD / BIM Standards. A complete set of PDFs is also required as part of each design submission. See Appendix C of Part 1 of CDA Digital Governance.

2.11: 100% Final Construction Documents (CD) Submittal CDA Response Letter and Dept. of Building Letter

Within fifteen (15) Business Days of receiving the Final Submittal (100% construction documents) review set, CDA will send a "Response to Final submittal letter" to the Concessionaire along with a CDA Buildings Letter which notifies and permits the Concessionaire to submit the project to the Department of Buildings.

2.12: Design Requirements

General Requirements:

The following general technical design items will be reviewed by CDA on all Concessionaire designs, as applicable. Please reference all checklists shown in C-SOP Exhibits document, Exhibit C.

- 1) Verify design is in accordance with All current applicable Codes.
- 2) Comply with CDA Design and Construction Standards and Specifications and SAM™ Prerequisites.
- 3) For tenant/concession projects, drawings need to identify previous use of space, particularly when the use of the space is changing, like a storage closet to occupied space.
- 4) Title blocks always need a key plan showing the location within the airport.
 - I. This should include floor level.
- 5) Include the egress path and the exit distance in the Life Safety Plan.
- 6) Any space adjacent to the tenant/concession needs to be labeled.
- 7) Copy-in self-certificate Architect when contacting DOB with specific project code-related questions.
- 8) The drawings should incorporate and comply with Exhibit C.



Mechanical Component Requirements:

The following mechanical technical design items should be shown on all Concession designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) Testing, Adjusting, and Balancing (TAB) Mechanical HVAC Concession System(s) **BEFORE** to confirm existing data available & **AFTER** to document the existing/altered HVAC systems data vs. required Concession Design Requirements
- 2) Provide complete HVAC Ventilation Schedule indicating CFM-air changes required per Code, per each design. Chicago Building Code: 18-28-403.14 requires Outside Air OA on schedules.
- 3) Provide New Area heating-cooling-venting loads. Adjust or add HVAC Equipment as required.
- 4) Provide New or Altered Mechanical Systems equipment, ductwork, piping, and control details.
- 5) Existing pneumatic VAV boxes controls should be converted to *DDC-Type VAV boxes*.
- 6) For open-ceiling style retail and Kiosks, provide heat calculations from all proposed equipment.

Electrical Component Requirements:

The following electrical technical design items should be shown on all Concessionaire designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) A site visit with CDA POC and Concessionaire / Architect POC and Contractor POC to the facility prior to beginning design is required.
- 2) Review total electrical load calculations to determine if the electrical service to the newly remodeled OR the existing space is adequate for the required loads. Distance from electrical service source to new space should be shown. Calculations must be completed at 60% level of design.
- 3) Submit all COMED service application request forms to CDA Utilities Team for coordination when requesting a separately metered electrical source for Concession work. Attach a copy of the standard Load Letter to this e-mail. **A copy of the completed application must be emailed to ordtenantconstruction@cityofchicago.org or mdwtenantconstruction@cityofchicago.org**
- 4) Check and coordinate loads shown on electrical power plans against mechanical, plumbing, fire protection, and/or architectural equipment lists.
- 5) Lighting fixture schedules should show voltage and input watts of each fixture.
- 6) Complete panel schedules should be shown. Update existing panel schedules with updated circuit information.
- 7) Review circuiting designations of all electrical equipment including mechanical, IT, lighting fixtures and receptacles. Circuit loading must be to Chicago Electrical Code allowed values.
- 8) Balance loads on phases of all new panel boards to within 5% of each other.
- 9) Place this note on all design review submittals: "The design shall be in accordance with the requirements of the Chicago Electrical Code, Chicago Department of Aviation Design Specifications, Chicago Airport Systems Design and Construction Standards, and CDA Concessionaire SOP for Design and Construction."
- 10) Utilize Energy-saving devices per the direction given in the SAM™ (Note: devices carrying the "Energy Star" rating usually qualify).
- 11) Provide details on electrical demolition drawings so that contractors can submit accurate bids.
- 12) Show electrical equipment room locations. Provide code-required clearances and accessibility for all electrical equipment utilized for the design.
- 13) Check coordination between architectural reflected ceiling plan and electrical lighting plan.
- 14) Check coordination between mechanical ceiling plan and electrical lighting plan.
- 15) Check coordination between architectural millwork plan, electrical power and receptacle plan.



- 16) Check coordination between architectural signage and electrical lighting plan if signage is illuminated or requires electrical power for operation.
- 17) A separate emergency lighting and exit plan shall be provided in accordance with City of Chicago Bureau of Fire Prevention requirements. Show all exit signs, fire alarm pull stations, strobes, horns, speakers (if required), etc.
- 18) Electrical lighting switches and receptacles shall be installed in accordance with ADA and "Mayor's Office for People with Disabilities" requirements.
- 19) Make sure all drawings have proper building column line designations, north arrow directional information, and key plan, in coordination with the architectural plans submitted.
- 20) One line diagram (from Source to End Panel) and associated elevations of equipment shall be provided.
- 21) Provide Short Circuit Interrupting Ratings of all Over Current Protective Devices specified.
- 22) Lighting fixtures and public address speakers shall be Chicago Plenum Rated if installation of a plenum ceiling is required.
- 23) The design should account for voltage drop in main feeders and branch circuits and comply with Chicago Electrical Code requirements.
- 24) Provide single line diagram including electric meter.
- 25) Show location of electrical meter in plan with room name and number.
- 26) Feeder and branch circuits shall be sized such that they shall not exceed 80% of the feeder or branch circuit rating respectively.
- 27) 25% minimum space capacity shall be included in each component in the design of each system.
- 28) If signage is electric, permit via electrical permit is required.
- 29) Balance panel phases to within 10% of one another.

Plumbing Component Requirements:

The following plumbing design items should be shown on all Concession designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) Need plumbing installation details for Meter, Back Flow Preventers after meter, Check & Double Check Valves, Vacuum Breakers, Electric Hot Water Tank-expansion tank-piping-return piping-blow downs-mixing valve assemblies, flue(s), EM Drain Pan under Hot Water Tank, ID labeling, wall/floor penetration(s), pipe hangers & supports, Vibration Isolators, etc.
- 2) Submit all Peoples Gas service application request forms to CDA Utilities Team for coordination when requesting a separately metered gas service for tenant or concession work. **A copy of the completed application must be emailed to ordtenantconstruction@cityofchicago.org or mdwtenantconstruction@cityofchicago.org**
- 3) Provide complete plumbing requirements and schedules.
- 4) Provide water metering for all Concession spaces.
- 5) Grease trap at food and beverage establishments.
- 6) All valves need to be within arm's reach. Do not locate valves in the ceiling.

Fire Protection Component Requirements:

The following fire protection design items should be shown on all Concession designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) Show all relocated Heads & New Heads or Indicate All Existing Covers. Verify coverage is not blocked by new construction; Walls - Spaces behind walls, Electric Closet or storage room, etc.



- 2) Provide new systems piping details.
- 3) Provide fire suppression system (Ansul) at kitchen hood.

Life Safety Plan Requirements:

The following fire protection and utility design items should be shown on all Concession designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) Provide Life Safety Plan including locations of any applicable night lights, exit lights, fire extinguishers, Ansul fire protection switch & tanks, Gas meter & shut off valve, Water meter & shut off valve, Electrical meter & switch gear or panel, fire rating of partition, as required.
- 2) Provide egress width within the concession and the exit distance.
- 3) Life Safety Plan will be **used by Chicago Fire Department**. The Life safety plan should be placed after Title plan and the second sheet of the drawing set.

Demolition Component Requirements (If Applicable):

Contact Chicago Department of Buildings for Demolition Permit requirements. Airport requirements may include, but not limited to:

- 1) Domestic water pipes to be demolished need to be removed all the way back to an active line.
- 2) In accordance with the Illinois plumbing code, demolition of abandoned existing domestic water and sanitary drain piping needs to be properly removed and capped up to the active branch connections.
- 3) A survey for asbestos-containing material, lead-based paint, mold, and hazardous materials may be required. Please contact CDA Design & Construction and CDA Environment to determine whether a survey is required.
- 4) Provide photos for the existing ceiling, all sides of wall finishes, and floor finishes on the demolition plans.

Food Service & Kitchen Equipment Area Component Requirements (If Applicable):

- 1) A separate Board of Health review is recommended for projects containing Food Service & Kitchen Equipment. The process can be found in the [City of Chicago :: Chicago Department of Public Health](#)
- 2) Need special exhaust fans, hoods, makeup air equipment, to maintain negative air as required per codes. Special materials are required such as Stainless Steel, Black Iron, Aluminum, Ansel, fire dampers, gas, and electric automatic shunt trips, etc. per Codes & CDA Standards.
- 3) Compliance with the Chicago Department of Public health (CDPH).

IT and Telecommunications Component Requirements:

The following IT and telecommunications design items should be shown on all Concession designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level:

- 1) Coordinate any IT & Telecommunications needs with CDA POC for additional instructions as required.
- 2) Infrastructure space and capacity must be field verified when proposing to occupy existing duct banks, manholes, handholds, tunnels, conduits, cable trays, IT/telecom rooms, and other infrastructure. If existing space is not available, new infrastructure may need to be included in the scope of the Concessionaire project.



Security Component Requirements:

All Security-related design items should be shown on all Concessionaire designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level.

- All Security Requirements and service requests must be coordinated with CDA Security and CDA Design & Construction, e.g., Moving an existing security camera.

Safety Component Requirements:

All Safety-related design items should be shown on all Concessionaire designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level.

- All Safety Requirements and service requests must be coordinated with CDA Safety and CDA Design & Construction.

Utility Component Requirements:

All Utility Service-related design items should be shown on all Concessionaire designs, as applicable, in draft form on the 60% level and final form on the 100% design submittal level.

- All utility service requirements and service requests must be coordinated with CDA Utilities Team and CDA Design & Construction.

Environmental Component Requirements:

All Environmental related design items should be shown on all Concessionaire designs, as applicable, in draft form on the 60% level and final form by the 100% design submittal level. Work requiring an Environmental Review includes:

- 1) Asbestos / lead-based paint / mold building alteration or demolition
 - I. Asbestos & lead-based paint (LBP)
 - A. All projects involving building alterations, renovations, or demolitions should have a licensed asbestos building inspector and a licensed lead risk assessor conduct a limited asbestos survey and a LBP survey prior to the start of work UNLESS accurate recordkeeping of one of the following documents are available:
 - a. Technical Specifications (including as-builts) have been filed and showcase that existing building components do not contain asbestos or LBP products.
 - b. A prior asbestos survey and LBP survey has been filed for the building being altered and the report states that samples taken for the building do not contain asbestos or LBP.
 - c. Please note that a LBP survey is not necessary if the building being altered was built after 1980.
 - B. If asbestos survey findings report that asbestos-containing material (ACM) is found and has the potential to be disturbed during construction, then the Concessionaire will need to comply with local, state, and federal regulations and may need to conduct an asbestos abatement project prior to the start of the building alteration.



- C. If LBP survey findings report that LBP is found and has the potential to be disturbed during construction, then the Concessionaire will need to comply with local, state, and federal regulations and may need to conduct a LBP abatement project prior to the start of the building alteration.
- II. Mold
- A. All projects involving building alterations, renovations, or demolitions may, at the Concessionaire's discretion, conduct a mold study to verify the presence or absence of mold growth. The presence of mold is more likely in environments that have moisture problems.
 - a. If mold is observed, the Concessionaire should seek the involvement of a mold remediation contractor regarding proper mold removal prior to building alteration.
- 2) Equipment with Air Pollution Emissions:
- I. Any project that involves the installation, removal, or modification of equipment that emits or has the potential to emit air pollution emissions (e.g., boilers, emergency generators, spray booths) should be shown in the design. Permits may be required by the IEPA and the Chicago Department of Public Health (CDPH) for construction and/or operation of this equipment.
- 3) Impacts and changes to the AOA or airfield fence
- 4) Building alteration that changes the footprint of the building.
- 5) Project work that adds or changes paved areas.

Concessionaire shall coordinate all work with CDA Environment and CDA Design & Construction to ensure all work is properly reviewed and submittal for Environmental review, as required.

All Concessionaire Projects must comply with CDA's Construction and Demolition Debris Disposal and PFAS policy. Contact CDA Environment Division for this policy.

Adjacencies:

Designs requiring any work in spaces outside the Concessionaire's lease/license boundaries need to be clearly identified on all drawings, communicated to CDA Point of Contact and, if applicable, coordinated with the Concessionaire of the impacted space during the project's design phase. Designs must also specify any items that need to be relocated by others such as advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical / plumbing equipment, etc.

Construction Requirements:

The construction components including dumpster locations, phasing, haul routes of material to site and through terminal facility, required shutdowns of systems, and laydown/material storage areas should be coordinated to the best of the Concessionaire and Architect POC's ability during the design phase. Concessionaire must ensure due diligence is undertaken to determine the exact locations of all system tie-ins and to provide a design that requires minimal system shutdowns in order to avoid the project being assessed multiple shutdown fees. Work hours for the project must be included in the notes of the design submittal, including work components planned for daytime versus work components planned for nighttime.



Barricades:

Barricades are required for all projects that are within the view of passengers in the terminal facility and must completely obstruct the view of the construction site and adhere to CDA Temporary Barricade Standard for the applicable airport. Exceptions to providing barricades will be considered and approved based on airport operational impacts. Please select the link below for the current version of CDA's Barricade Standard and Style Guide for ORD and MDW. Barricade details (height, material, color, location, clear distance between barricade and the public space, demarcation of the lease/license boundary line, elevations, and identification of any instances where the barricade will obstruct fire protection, cameras, and any other fixtures) must be included on the demolition drawing of the design submittal for review and approval by **CDA team including CDA security team**. Any requested deviations to the standard must be highlighted in the design submittal and must be approved by CDA. All barricade graphics must also be included in the design submittal for review and approval by CDA.

Please refer to:

- **Common Exhibit (CE)-4:** CDA Style Guide Construction Barricades

Projects requiring barricades outside the view of passengers are not required to adhere to CDA standard but must still include the proposed barricade design on the demolition drawing of the design submittal for review and approval by CDA during the design review process. Any deviations to CDA standard must be highlighted to assist in the review process.

Sustainable Airport Manual (SAM™):

Terminal Concessionaire:

Included with each design submittal, the Concessionaire must also submit a Sustainable Airport Manual (SAM™) checklist. The relevant SAM™ chapter is Terminal Occupants which can be found along with all of its supporting documents at the link below. Note that the Terminal Occupants chapter of the SAM™ is divided into two sections: Terminal Occupants – Design & Construction (TO-DC) and Terminal Occupants – Operations & Maintenance (TO-OM). For design, renovations, and construction of Concessionaire projects within the terminal, only the TO-DC section is applicable (SAM™ TO-DC Credits 1.0 to 6.0).

The Designer will complete and submit a checklist for the SAM™ Terminal Occupants – Design & Construction Chapter (SAM™ TO-DC Credits 1.0 to 6.0) and include all relevant supporting documentation. Be advised that the Terminal Occupants – Operations & Maintenance (CT-OM) checklist is not required for construction projects.

The SAM™ checklist submittal is applicable to most Concession projects. The applicability is based mainly on the size and scope of the project. The determination of whether a SAM™ checklist is required will be made by CDA and will be communicated to the POC Architect in the "Response to the Project Initiation Letter".

Non-Terminal Concessionaires:

Concessionaires who are not located in the terminals should refer to the SAM™ Design & Construction (DC) and Operations & Maintenance (OM) chapters of the SAM™. Examples of non-terminal Concessionaire's may include FBOs, cargo/freight operations, or other commercial or retail entities.

Please refer to link below:

- **Sustainable Airport Manual (SAM™ Manual)**

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Concessionaire and CDA Signage:

If the project includes new storefront or blade signage, the final design submittal must include side view renderings or photos, the sign location, the exact dimensions, and an elevation for review by CDA to ensure the signage meets the terminal-specific requirements. Please note that a sign permit is NOT required for an interior airport project. If the sign is electric, obtain permit via electric permit. Wayfinding or directional signage will not require a sign permit.

The Concessionaire must inform the CDA if the project requires existing building signage to be removed, modified, or supplemented; any Airport signage to be removed or relocated within the project area shall be reviewed and approved by the CDA. Some unit locations do require moving existing Airport signage. The Concessionaire shall be responsible for all costs to relocate or modify building signage. If Airport signage is located within the project area, the Concessionaire must include in the construction documents that the contractor will adequately protect all Airport signage to ensure it is not damaged during construction.

FAA 7460-1:

A Federal Aviation Administration (FAA) Form 7460-1 (Notice of Proposed Construction or Alteration) may be required for certain projects that are expecting to use cranes or any other equipment that could impact the airport property due to height, civil, underground work, or building alterations. It is the responsibility of the Concessionaire to prepare and submit Form 7460-1 online via <https://oeaaa.faa.gov/> for on-airport projects. Select the FAA Notice Criteria Tool on the website to determine if a 7460-1 is required. This should be confirmed with CDA. To learn more about the 7460-1 process, to complete the form, and for the FAA's contact information, please visit

<https://www.faa.gov/forms/index.cfm/go/document.information/documentid/186273>

Please note that this process takes approximately 60- 90 days to complete.

- Refer to: **Common Exhibit (CE)-5: FAA Approved 7460-1 F**

Impacts to CDA Security:

The Concessionaire must notify CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area / airside, access control door, camera, alarm, or supporting hardware. If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than 60 days require a TSA Change Condition, and conditions lasting 60 days or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to 45 days. Information on scope will be required by the Concessionaire to assist CDA Security with the process.

The costs to move existing security devices, including cameras, are at the sole discretion of the CDA and may be the responsibility of the Concessionaire, depending on the device location, impacts on the building security operation, and timing related to the scope of work. Further, any modification to the base-building PA system must be reviewed by CDA Security, and additional speakers or replacement speakers may be required to be integrated into the Concessionaire lease space.

- Refer to: **Common Exhibit (D.3): Impact to CDA Security and TSA Approval**

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**Building Permits:**

Projects requiring building permits will require reviews with the Department of Buildings. Complex projects may require multiple reviews at various stages during the design process. These reviews are mandatory for more complex projects to familiarize the Department of Buildings with the project and to provide the Department of Buildings and CDA with productive input during the design process, thus avoiding issues later in the Design, Renovation, & Construction Procedures permit review process. The Concessionaire must coordinate the schedule for these meetings early on in the design process.

Timeframe for Design Reviews:

All CDA design reviews typically require a minimum ten (10) Business Day review period plus an additional five (5) Business Days for consolidation of comments and responding back to the Concessionaire, who will receive either a "reviewed as noted" or a "revise and resubmit" in the "Review and Conditions Letter". The letter will include the "Submittal Review Comments Form" spreadsheet containing all design review comments.

- Refer to: **Common Exhibit (CE)-1: Development Process Overview Average Timeline**

Response to Comments:

The Concessionaire is required to include responses to all review comments listed in the "Submittal Review Comments Form" spreadsheet, as well as any issues identified in the "Review and Conditions Letter" by CDA and any other reviewing agencies/departments. The spreadsheet column titled "Concessionaire Response" must be completed and accompany the next designated design submittal.

The Concessionaire must also incorporate all review comments into the next designated design submittal. In case the Concessionaire has any disposition, the written response letter should be submitted into the next design submittal. Failure to do so will affect the design review process timeline. All 100% responses to comments are due at least five (5) Business Days prior to requesting a pre-construction meeting.

End of STEP 2.0



STEP 3.0: Final CDA Document Review and Conditional Approval to Construct

3.1: Final CDA Document Submittal

When the documents are 100% complete, the Concessionaire will need to submit the final documents to CDA for review. If approved, CDA will issue a "Review and Conditions Letter" with a "Reviewed as Noted" status to the Concessionaire, and if applicable, a separate letter to the Department of Buildings, indicating the construction documents have been reviewed and approved, allowing for the start of the permit application process.

3.2: Pre-Permitting Drawing Set Review and Response

The Concessionaire is required to respond to all review comments listed on the Review Comments From throughout all design phases. No construction activities can take place until all review comments are resolved.

3.3: Applying for Permit with the Chicago Department of Buildings

Following approval of 100% construction drawings from the CDA, the project is bid and construction contracts are awarded. It is necessary for the awarded contractor to apply for the required permits from the Department of Buildings and any other applicable state and federal authorities. The Concessionaire must coordinate the method, process, and schedule for the permit application submittals as well as coordinate conduction of final inspections. It is the Concessionaire's sole responsibility to follow-up on the permit issuance process. Note: the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4), the project name, and, if applicable, CDA project number. A list of required work permits is located on the Department of Buildings website. Please note that when a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Department of Buildings permit applications and submittals are fully electronic and available via the City's online system.

Please refer to: "E-Plan" at the following website:

<https://www.flychicago.com/business/opportunities/build/Pages/Online-Portals.aspx>

3.4: Self-Certification

The Self-Certification Permit Program simplifies the building permit process for eligible residential, business, and mercantile and small assembly projects where the Professional of Record (as defined in the Self-Certification Permit Program) takes full responsibility for Code compliance. The Department of Buildings plan reviews are eliminated by allowing the Professional of Record to certify that the permit drawings comply with the Chicago Building Code. The Professional of Record must have prepared and sealed the permit drawings, completed Department of Building's Self-Certification Training Class and held an active Self-Certification registration. Refer to Step 6.3 Chicago Department of Public Health and Liquor License For more information please visit: [Chicago Dept. of Buildings Self Certification Program](#)

3.5: MOPD Review

MOPD provides pre-permit plan review guidance for architects and developers for a nominal fee. It is optional for Privately funded concessions. Still, a helpful resource to ensure ADA compliance.

End of STEP 3.0



STEP 4.0: Pre-Construction

4.1: Pre-Construction Meeting

The Concessionaire POC shall request a Pre-Construction Meeting through CDA POC (CDA Concession Project Administrator) as directed in the final CDA review comments. All Pre-Construction documents must be compiled, and electronic copies sent to the CDA (CDA Concession Project Administrator) prior to scheduling the Pre-Construction Meeting. The Pre-Construction Meeting can be scheduled no sooner than (3) three business days after the final pre-construction document is received.

CDA or the CDA POC (CDA Concession Project Administrator) will schedule a Pre-Construction Meeting and notify the Concessionaire of the meeting time and location. At the Pre-Construction Meeting, the Concessionaire and their representatives should be prepared to answer any questions regarding the required documentation and the proposed construction. If applicable, the General Contractor must provide proof that the barricade graphic has been produced and is ready for installation; the barricade and graphic must be installed within (7) seven business days from the start of construction. The Pre-Construction Meeting will NOT take place until MBE/WBE Compliance Plans have been reviewed and accepted by the CDA. Please refer to **Step 9** for more information on compliance.

Following Barricade coordination is required prior to the Pre-Construction Meeting. For more information about barricade:

- GC to tape out LOD lines and Barricade layout out at the site prior to pre-construction meeting for CDA team AND CDA Security team to review.
- Schedule an on-site meeting with the CDA team including CDA security team to review the LOD layout.
- Graphics and timeline to be communicated.
- Barricade material and construction to be outlined with execution of anchoring or tie-ins.

Refer to CDA Common Exhibit (CE)-4: CDA Style Guide Construction Barricades

At the conclusion of the pre-construction meeting, CDA will determine if the documentation and Concessionaire's response to any questions are complete and, if so, CDA will issue a letter authorizing construction to start. Note that an eForm must also be submitted and approved before construction can start. Please refer to **Step 5** for more information on the eForm.

4.2: Pre-Construction Documentation

It is the Concessionaire's POC's responsibility to compile and submit the required documentation in a timely manner in order to maintain the overall project schedule. The list of required documents can be found in Exhibit D. Allow two (2) to four (4) weeks to acquire badging, vehicle permits, building permits and other necessary pre-construction documentation, identified below. Processes for all required Airport badges and permits must be completed for every employee/worker and vehicle involved in the project before work begins. Construction will NOT begin until all required documentation has been submitted and reviewed by the CDA POC (CDA Concession Project Administrator). Pre-construction document submittal shall include the following: one (1) full-size hard copy set of stamped approved plans by the Department of Buildings, one (1) half-size set of stamped approved plans by the Department of Buildings, and one (1) PDF of stamped plans approved by the Department of Buildings.

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The **Pre-Construction Documentation** includes the following:

- Exhibit D:** Pre-Construction Meeting Checklist
- Exhibit D.1 & D.2:** Pre-Construction Meeting Form
- Common Exhibit (CE)-5:** FAA Approved 7460-1 F
- Exhibit D.3:** Impact to CDA Security and TSA Approval
- Exhibit D.4:** Certificate of Insurance (COI)
- Common Exhibit (CE)-9:** CDA Construction Safety Manual
- Exhibit (CE)-1:** Development Process Overview Average Timeline
- Exhibit D.6:** Safety and Security Plan & CDA Safety Manager Credentials
- Exhibit D.7 & D.8:** Incident Notification Plan
- Exhibit D.9:** Building Permit (example)

4.3: Logistics

The General Contractor must develop a logistic plan prior to the Pre-Construction Meeting. The logistic plan should identify the following:

- 1) **Hours of Construction are 10:00 PM to 5:00 AM**, unless approved otherwise by the CDA.
- 2) Obtain employee/worker and vehicle badging, employer /worker information, authorization forms, and permits. (See **Exhibits D.10 & D.11**)
- 3) Identify dock location for deliveries / Determine dumpster locations. (See **Exhibit D.12 & D.13**)
- 4) Determine site access / Elevator matrix & maps. (See **Exhibits D.14 - D.17**)
- 5) Vehicle Access Form - Airfield (See **CDA Common Exhibit (CE)-10**)
- 6) Operations Plan - Material delivery and debris removal. (See **Exhibit D.18**)
- 7) Create a detailed project schedule that identifies all work phasing.
- 8) Identify any building systems that will be required to be shutdown.
- 9) All material storage and staging areas, should be off-site or within the barricaded concession area; and
- 10) Contractors and Sub-Contractors new to the Airport are required to perform onsite facilities training. The CDA POC will facilitate a meeting date time.

Please refer to **Step 4.2** for where O'Hare and Midway Pre-Construction Submittals should be sent.

4.4: Pre-Construction Meeting Attendance

The following is a list of required attendees: Concessionaire and/or Owner's representative(s); General Contractor's, Project Manager, Superintendent, and Safety Manager. Concessionaire's design consultant's attendance is optional. The CDA Concessions POC will notify all Airport stakeholders necessary to attend the meeting.

End of STEP 4.0



STEP 5.0: Notice to Airport User Form (eForm)

5.1: Notice to Airport User Form (eForm)

For all Concession projects, the Concessionaire is required to submit a Notice to Airport Users form. The Concessionaire shall register or login to the online [Notice to Airport Users Form](https://eforms.cityofchicago.org/) at <https://eforms.cityofchicago.org/> to create a project start-up form indicating scope, start and completion dates. Additional user forms required during the course of construction will be discussed at the Pre-Construction Meeting. All User Forms must be submitted at least 3 days in advance of the anticipated start of work to allow adequate time for review.

Any work on the fire protection system within the Concession space which requires a fire protection shutdown should have a separate user form submitted and must adhere to CDA fire shutdown procedures.

Any work on the domestic water service within the Concession space which requires partial domestic water service shutdown should have a separate user form submitted and must adhere to CDA domestic water service shutdown procedures.

For site visits or shutdown coordination with CDA Facilities, please refer to the CDA Smartsheet Standard Operating Procedure.

- **Common Exhibit (CE)-8:** [CDA Smartsheet SOP](#)

End of STEP 5.0



STEP 6.0: Construction

6.1: Site Maintenance / Construction Administration

All permits, user forms, emergency contact directory, and construction alerts shall be prominently displayed in a locked glass display cabinet 30" high by 36" wide approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times.

6.2: Building Inspections

Department of Buildings Inspection Bureau will be conducting inspections throughout construction. Contractors must request inspections of ventilation, electrical, plumbing, and new construction on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in suspension or revocation of the permit, and issuance of citations by the Chicago Department of Buildings for violation of licensing requirements against the General Contractor and subcontractors.

Chicago Department of Buildings inspections shall be scheduled via the on-line inspection scheduling system at www.cityofchicago.org/buildings. All requests for rough and final Chicago Department of Buildings inspections should be requested at least fourteen (14) business days in advance.

If needed, contact the Department of Buildings Inspection Bureaus by phone as listed below:

- Ventilation Department – (312) 743-3573
- Electrical Department – (312) 743-3622
- Plumbing Department – (312) 743-3572
- New Construction Department – (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Concessionaire shall contact the CDA Concessions POC to coordinate these inspections.

6.3: Chicago Department of Public Health Inspections and Liquor License

Food establishments and retail establishments serving food require a health inspection to be conducted by the Chicago Department of Public Health (CDPH). Concessionaires applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections. For both inspections, allow one (1) to three (3) weeks to schedule and obtain a final inspection and certificate. Please note, the construction barricade cannot be removed until applicable licenses and inspections are complete.

- PDF of the Health Inspection Approval and supporting documentation must be supplied and sent to CDA Concessions prior to store opening.

For Chicago Department of Public Health (CDPH) visit their website at:

City of Chicago :: Chicago Department of Public Health or call (312) 747-9884.

For Business Affairs and Consumer Protection Department information visit their website at:

City of Chicago :: Business Licenses or call (312) 744-6249.



6.4: Safety and Security Plan

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. Each project requires an onsite full-time Safety Manager who is solely responsible to monitor job site safety and security (See Exhibit D.6 for more details).

Please refer to link: CE-9

<https://www.flychicago.com/business/opportunities/build/Pages/StandardsManuals.aspx>

CDA Safety will perform site safety walkthroughs during construction to ensure all work is being performed per the CDA Construction Safety Manual. CDA Safety and the CDA POC have the authority to stop work if unsafe conditions or practices are observed.

6.5: Demolition

Prior to demolition, pre-construction photos must be taken, documenting all of the existing conditions. Failure to provide photo documentation of the existing conditions before construction will result in the contractor and Concessionaire assuming responsibility for all damages and perceived damage to existing base building materials. Damaged materials must be repaired or replaced at the contractor's and/or Concessionaire's expense. Once demolition is complete, the CDA terminal manager, the CDA building engineer, and CDA POC shall perform a site inspection prior to the start of construction.

Core drilling, and cutting of floors, walls, or roofs may be required for tenants needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Concessionaire or its contractor(s), at any time be permitted to drill or cut conduit, pipe sleeves, chases or duct equipment openings in the floor, columns, walls, or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The Concessionaire is required to x-ray or scan the area prior to beginning work utilizing a 3D ground penetrating radar and will provide a copy of x-ray/scan results to CDA. Scan/x-ray to be submitted via eForm three (3) business days prior to performing coring or drilling work.



6.6: Construction Meetings and Reporting

During construction, the General Contractor is required to provide the following project documentation and electronic documentation to the CDA Concessions POC:

- 1) Bi-Weekly Meeting: Minutes from a Bi-weekly contractor led meeting (in person or via telecom) including the project owner and/or representative and CDA POC, at an agreed location (project site or POC conference room).
- 2) Additional meeting: CDA POC will request any additional meetings upon any specific issues.
- 3) A weekly report: a weekly status summary report describing the progression of the work. The weekly status report must contain at a minimum the following:
 - a) Project title
 - b) Project number
 - c) Forecasted / actual start/completion date(s)
 - d) What construction occurred since the last weekly report?
 - e) Revised three (3) week "Look Ahead" construction task schedule (CDA Design and Construction / CDA Concessions will determine if applicable to a given project)
 - f) What issues occurred and/or are projected?
 - g) At least three (3) photos taken daily to document in-progress installation of materials.
 - h) Other items as requested by CDA.
- 4) A revised overall schedule when necessary
- 5) All Issued for Construction Drawings (IFC), addenda to the permit drawings, and resolved RFIs as they become available.

6.7: Non-Compliance and Unauthorized Construction

Non-compliance or construction that deviates from the approved permit documents without CDA's prior written approval may be just cause for CDA to order work stoppage until corrective measures are taken and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the Concessionaire and the General Contractor.

End of STEP 6.0



STEP 7.0: Substantial Completion

7.1: Substantial Completion Notification

The General Contractor shall notify the CDA POC a minimum of seven (7) business days prior to the anticipated substantial completion date to request a site inspection project completion walk through. The construction space must be clean and all tools and surplus materials must be removed from the site or the walk through will be canceled. Mandatory attendance at the walk through includes: Concessionaire and/or Owner's Representative(s), and the General Contractor's Project Manager and Superintendent. The CDA POC will notify the CDA terminal manager, the CDA building engineer, the CDA Project Manager, and any other attendees identified during the Pre-Construction meeting or as deemed necessary. The items listed below are required to support the substantial completion walk through process:

- (1) The Concessionaire's architect should compile their punch list items. The Concessionaire or concessionaire's architect will provide a copy of their punch list to CDA for review prior to the walk through.
- (2) The concessionaire will receive final CDPH and Department of Buildings inspector's approval before the substantial completion walk through.
- (3) The substantial completion walk through must occur 5-10 business days prior to concessions opening.

7.2: ADA Compliance Check

The General Contractor and Concessionaire must comply with the current Federal, State, and local Accessibility Code.

The ADA Floor Plan such as the fixture layout plan or the accessible seating plan must be displayed in a 11x17 frame at the back of the house. The General Contractor and Concessionaire must submit the ADA compliance letter by the Concessionaire's architect, it will need to be submitted to CDA prior to any occupancy of the renovated or newly constructed space.

The Concessionaire must always comply with the most current Accessibility Code.

7.3: Final Walk Through and Punch List

At the substantial completion walk through, the General Contractor will conduct a brief meeting to distribute and discuss the punch list items that they have identified and the proposed date of substantial completion. The General Contractor and Concessionaire must show proof of all final Department of Buildings and CDPH inspections, Certificate of Occupancy, Business and Liquor licenses and Certificate of Insurance. If a Certificate of Occupancy is required as determined by the Department of Buildings, it will need to be submitted to the CDA prior to any occupancy of the renovated or newly constructed space. It is the Tenant's responsibility to arrange for inspection by the Department of Buildings for the Certificate of Occupancy. The Concessionaire should identify meter locations to be properly labeled and provide the meter number and the room name of meter location(s).



After all attendees have completed the walk through, the parties will reassemble to discuss their punch list items with the Concessionaire and General Contractor. CDA Concessions will review the Concessionaire's architect's punch list and relay any additional items identified during the substantial completion walk through on a separate punch list. Any punch list items that are noted as critical and thus require immediate correction will be identified during the substantial completion walk through. The concessions' location cannot open until these critical punch list items have been corrected.

Within five (5) business days after the substantial completion walk through, the Concessionaire, Concessionaire's architect, and/or the contractors will consolidate all agreed upon punch list items and issue via e-mail, a composite formal punch list. This list will be distributed to all parties invited from the substantial completion walk through. The Concessionaire's architect will also submit their substantial completion letter to the CDA.

Depending on issues presented, CDA will determine which option below is acceptable.

For Retail Concessions:

- (1) Concessionaire may proceed to stock, train, and open their concession, while non-critical punch list repairs continue.
- (2) Concessionaire may stock and train for their concession but cannot open until the identified critical punch list items are corrected.
- (3) Concessionaire may NOT stock, or train for, or open their concession until the identified critical punch list items are corrected.

For Food and Beverage Concessions:

- (1) Concessionaires may proceed to train, furnish, and prep their food and beverage, while non-critical punch list repairs continue.
- (2) Concessionaire may proceed to train, furnish, and prep their food and beverage but cannot open until the identified critical punch list items are corrected.
- (3) The Concessionaire may NOT furnish, prep, or train for their facility until the identified critical punch list items are corrected.

CDA Concessions will review and then issue a response/acceptance letter back to the Concessionaire or Concessionaire's architect after receipt of the substantial completion letter. **The concession location cannot open until they have received CDA Concession's notice to open.**

The Concessionaire will track the completion of the punch list and periodically send CDA the list of completed and outstanding punch list items (with the reason for incomplete items and lead times for materials not immediately available). **Please note, that the construction barricade may not be removed without written approval from CDA Concessions.** The General Contractor is to complete the punch list items within thirty (30) business days of the initial walk-through or as dictated in the **Concessionaire's signed Lease and License Agreement.**

If after thirty (30) business days, the punch list items remain incomplete CDA may elect to:

- Impose a fine of \$200 per item, per day, until the work is finished.

If after sixty (60) business days, the punch list items remain incomplete CDA may elect to:

- Hire contractors to complete the work at the Concessionaire's expense.



The punch list completion tracking document will be sent to CDA Concessions for review within the thirty (30) business day period after the substantial completion walk through takes place. All punch list items should be resolved to the satisfaction of CDA or include an agreed upon completion schedule.

7.4: Business License and Certificate of Insurance

Prior to opening, the Concessionaire must obtain a Business License from the City of Chicago Business Affairs & Consumer Protection Department (BACP) City Hall, Room 805, 121 N. LaSalle St, 60602.

Concessionaire is also responsible for providing a current Certificate of Insurance per the Concessionaire's signed Lease and License Agreement.

- PDF of the Business License must be sent to CDA Concessions **prior** to store opening.

For Business License and Certificate of Insurance information visit their website at:

[City of Chicago :: Business Licenses](#) or call (312) 744-6060.

7.5: ComEd Verification of Meter(s)

Prior to opening, the Concessionaire must reference the meter #, and provide its tax ID and billing mailing address.

For more information call (877) 426-6331.

End of STEP 7.0



STEP 8.0: Project Closeout

8.1: Close Out Documents

The Concessionaire's architect and engineer of record must transmit to the CDA POC as dictated in the **Concessionaire's signed Lease and License Agreement** all architectural and engineering "As-Built Documents". If no time is specified, then the "As-Built Documents" must be submitted within thirty (30) business days. The items listed below are required to support maintenance of accurate facility records and future construction. The Concessionaire must submit two (2) copies of the below documents on USB memory stick and (1) half size hard copy:

- One (1) half size hard copy As-Built Documents, including the General Contractor's redline mark-ups and clouding construction changes.
- One (1) USB memory stick of CAD files either in AutoCAD and/or BIM format
 - CAD folder with all CAD files to be submitted per CDA BIM standards.
 - PDF folder with all image files in PDF format.
- If applicable, one (1) PDF of the finalized SAM™ Construction Checklist
- If applicable, one (1) PDF of all Operating and Maintenance Manuals (O&M Manual) for equipment being maintained by the CDA.
- One (1) PDF of the General Contractor's, and if applicable, subcontractor's, manufacturers, and equipment warranties
- One (1) PDF of all the specifications
- One (1) PDF of the Building Permit (both sides) with all required rough/final inspection signoffs
- If applicable, PDFs of the preventative maintenance schedules listing:
 - the systems and equipment that require preventative maintenance.
 - scope of maintenance to be performed.
 - Frequency
 - clarification on which entity is responsible for maintenance.

Documents to be emailed and one full-size, hard copy sent to O'Hare/Midway Airport at address below:

O'Hare International Airport Contacts

CDA Aviation Administration Building
 Attn: Coordinating Architect, Design and Construction
 10510 West Zemke Rd.
 Chicago, IL 60666
 cc: ordretailconstruction@cityofchicago.org

Midway International Airport Contacts

CDA Aviation Administration Building
 Attn: Coordinating Architect, Design and Construction
 10510 West Zemke Rd.
 Chicago, IL 60666
 cc: mdwretailconstruction@cityofchicago.org

In addition, the following close out documents must be transmitted to the CDA POC as dictated in the Concessionaire's signed Lease and License Agreement. If no time is specified, then the documents must be submitted within sixty (60) business days.

- PDFs containing the Concessionaire's Sworn Statement of Improvement Costs, and all final lien waivers, including change orders.
- PDFs containing the General Contractor's Sworn Statement of Improvement Costs, and all final lien waivers



8.2: Final SAM™ Checklist and Final SAM™ Required Forms

The General Contractor must also submit a final construction SAM™ checklist and final SAM™ required forms to samdocs@cityofchicago.org. These forms include:

- 1) Final C & D Debris Recycling Compliance Form
- 2) Final Diesel Emission Compliance Form
- 3) Local/Regional Material Final Construction Total
- 4) Recycled Content Material Final Construction Total
- 5) Sustainable Temporary Construction Materials Final Construction Total

SAM™ checklists will be reviewed concurrently with the final SAM™ required forms). Recognition in the form of a Green Airplane Certification will be awarded at completion of final checklist review.

8.3: Contractor Warranty

The General Contractor must warrant to the City of Chicago and CDA that the work, materials, and equipment furnished and installed under the contract with Concessionaire are of good quality and new, and that the work conforms to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall exclude remedy for damage or defect caused by abuse, modifications, improper or insufficient maintenance and operation, or normal wear and tear, and normal usage, not executed by the general contractor.

8.4: Subcontractor's Manufacturer's and Equipment Warranties

The General Contractor must ensure that all required subcontractors, manufacturers, and equipment warranties are passed on to the CDA. The warranties must include the name of the project as designated in the contract documents, and project reference number and must be signed by an officer of the company having authority to provide the warranty. Include wording such as "this document serves as a (list duration of the warranty) written guarantee for the work performed, and the material and equipment installed on the above-referenced project. This warranty incorporates all provisions of the contract documents that refer to or relate to the guarantee. This warranty will commence on the date of the occupancy or at acceptance of substantial completion."

During the warranty period, the Contractor POC must repair and replace at its own expense, all materials or equipment that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit.

Any equipment or material that is repaired or replaced will have the warranty period extended for a period of one additional year from the date of the last repair.



8.5: Final Notice to Airport User Forms

The Concessionaire shall close out the Notice to Airport Users Form by electronically attaching a PDF of the permit's front and back showing inspector sign-offs, by entering the substantial completion date, by entering the completion walkthrough date, and by entering the anticipated submittal of redlined drawings which must be within 30 days of the completion walk through. An automatic email reminder will be sent to the Concessionaire / Contractor POC if this information is not entered into the Notice to Airport Users Form on or before the scheduled substantial completion date.

End of STEP 8.0



STEP 9.0: Compliance Overview

Throughout the Design and Construction process, the Concessionaire will be responsible for complying with various City of Chicago participation requirements. The Concessionaire will also be responsible for tracking their participation and providing verifying documents to CDA for review.

9.1: City of Chicago Minority and Women-Owned-Business Participation Rules

In accordance with the Municipal Code of Chicago 2-92-650, or as dictated in the Lease and License Agreement, the City's Minority Owned Business Enterprise Commitment and Women-Owned Business Enterprise Commitment in Construction Contracts has set goals of MBE participation and WBE participation on all contracts.

MBE and WBE participation shall be separately documented for Construction Services and Professional Services.

9.2: Required MBE and WBE Documentation

Required compliance documentation will be submitted through the web-based Retail Management System ("RMS") which is the City of Chicago, Department of Aviation's, secure concession portal. All compliance reporting must be submitted electronically using RMS.

The Concessionaire and General Contractors are required to enter the Compliance Plans, Certified Payroll and Sworn Statements into RMS. Once the Concessionaire selects a Professional Service Contractor and General Contractor, the designated Concessionaire POCs will be provided with RMS login information. The RMS links and User Guide are listed below. All required documents must be submitted electronically using RMS.

- RMS Portal: [Retail Management System \(airportware.com\)](https://airportware.com)

9.3: MBE and WBE Compliance Plans

Once the Final or 100% Construction Document Submittal is approved by CDA (see Step 3.0), and the Concessionaire has selected a General Contractor, then the Concessionaire is required to submit, via RMS, the Concessions' Compliance Plans: Affidavit of Concessionaire, Affidavit of Prime Contractor for Construction. This includes a selection of MBE, WBE, and Non-Minority Sub-Contractors.

- Concession's Compliance Plan – Affidavit of Concessionaire
- Concession's Compliance Plan – Affidavit of Prime Contractor

PLEASE NOTE:

If at any point during the construction phase of the project, there is a change in MBE or WBE participation, the CDA POC must be immediately notified.

Resource:

To aid in outreach efforts to meet or exceed the City of Chicago's Construction and Professional Services Program goals, a list of City of Chicago certified MBE and WBE firms may be found at:

- https://www.cityofchicago.org/city/en/depts/dps/supp_info/process_improvements.html
- <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>



MBE and WBE Good Faith Efforts:

If the Concessionaires' and Prime Contractors' Compliance Plans fall short of the MBE or WBE Construction Program goals, a Good Faith Efforts form must be included with the submitted Compliance Plans. Good Faith Efforts are achieved by actively soliciting MBE and WBE firms to perform work on the contract in accordance with Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women-Owned Business Enterprise Commitment in Construction Contracts. The Good Faith Efforts form must contain contact information for not less than five (5) MBEs and/or WBEs. A Compliance Plan may be rejected as non-responsive if the Concessionaire and/or General Contractor fail to submit one or more of the documents with the response.

PLEASE NOTE:

If a Concessionaire's and/or General Contractor's Compliance Plan fails to meet the Construction Program goals for MBE and WBE participation, the project will be delayed and not move toward a Pre-Construction Meeting until either the goal is satisfied, or Good Faith Efforts have been demonstrated and approved.

9.4: City Resident Construction Worker Employment Requirement & Certified Payroll Requirements

In accordance with the Municipal Code of Chicago 2-92-330 and Article 5 of the Concession Lease and License Agreement, at least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City and at least 7.5% by project area residents. The Airport will identify the project area for the purposes of calculating project area residents. The Concessionaire will provide each general contractor bidding on the project with a Compliance Plan and the "City Resident Construction Worker Employment Requirement" for use in the bid preparation process.

Once a project has been approved by CDA and construction has commenced, the General Contractor must submit on a weekly basis, the following Certified Payroll Report for all contractors and subcontractors:

- City Resident Construction Worker Employment & Certified Payroll Requirements
- Excel Certified Payroll Worksheet (example)

9.5: Compliance Close-Out Documents

Within sixty (60) business days of substantial completion, the Concessionaire and the General Contractor is required to submit the following documents, along with final lien waivers.

- Concession's Sworn Statement – Affidavit of Concessionaire
- Concession's Sworn Statement – Affidavit of Prime Contractor for Construction Services

End of STEP 9.0



STEP 10.0: Supplemental Exhibits

These Guidelines should be read in conjunction with the Design and Construction Standard Operating Procedures Common Exhibits.

Please refer to the documents below; the link can be found on the Fly Chicago website.

<https://build.flychicago.com/>.

1. [ORD Concessionaire Design Guidelines](#)
2. [MDW Concessionaire Design Guidelines](#)
3. [CDA Concessions Exhibits \(C-SOP Exhibits\)](#)
4. [Construction Safety Manual](#)
5. [Concessions Construction Barricade](#)

End of STEP 10.0



Revision History

Version 2014-07-01

All Sections: Initial Issue

Version 2020-08-01

All Sections: Major Revision

Version 2023-10-18

All Sections: Major Revision

Version 2024-01-04

All Pages: Version update to title page and footers

§ 2.2: Added pdf submittal requirement

Version 2024-04-25

All Sections: Minor Revision

added general Notes checklist.

Update 30%,60%,90% & 100% checklists.

Updates links & embedded exhibits within.

MOPD Review.

Impacts to CDA Security

Storage beyond the designated LOD.(C-SOP Exhibits)

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP)

4/25/2024

(Sub)Exhibits "A", "A-1", "B", "C", "D" and "E" attached to these Design and Construction Standard Operating Procedures -- Concessions read as follows:



Design and Construction Standard Operating Procedures

Concessions Projects (C-SOP Exhibits)

O'Hare International Airport
Midway International Airport

Chicago Department of Aviation
April 25, 2024



Exhibit A: Project Initiation Letter (PIL) and Concept Design Submittal Checklist

The following indicates the minimum requirements of the Project Initiation Letter Submission (incomplete submittals may delay your project schedule):

- 1. Concessionaire's Point of Contact (POC) name(s), phone number(s) and email(s).
- 2. Concessionaire's Architectural/Engineering firm's (if applicable) POC name(s), phone number(s) and email(s).
- 3. Narrative of the Intended Project Scope including architectural and engineering work
- 4. Photos of the Current Conditions of the Project Location (showing adjacencies / provide at least 6 photo attachments).
- 5. Proposed Location Key Plan (if the project is within the terminal facilities, show column lines, and tenant lease/license line.
- 6. List of all items that need to be relocated (advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.)
- 7. Provide CDA LOD Lease/License Outline Drawing (LOD); clearly identify any changes to boundary line.
- 8. Schematic Design Colored perspectives, Demolition, Architectural, and Engineering (when applicable) drawings defining the basic parameters of the project and any impact to Airport base building:
 - One (1) full-size hard copy.
- 9. Estimated Construction Cost.
- 10. Preliminary Project Schedule
- 11. Indication if the Project is going to be self-certified.
- 12. Indication if this is the first time the designer has performed work at either ORD or MDW.

Other Information

- The checklist is to be turned into CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant.



Exhibit A.1: Submittal Review Comments Form Concessions (Image is shown for reference only)

**O'HARE / MIDWAY - TENANT / CONCESSION PROJECT REVIEW
SUBMITTAL REVIEW COMMENTS FORM**


				
Project Name:		Reviewing Agency:	Agency	
Project No.: TH		Reviewed By:	Name	
Milestone:		Review Date:	Date	
Consultant:				
Comment Due Date:				
		Comment Closeout Mitg:	Response By:	
NO.	DWG NO./ SPEC NO./ SECTION NO., ETC.	COMMENTS	REVIEW COMMENT BY: Name	VENDOR / TENANT RESPONSES
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				



Exhibit B: Designer's Request for CDA Design Standards Variance Form

Form can be found on the following page:



Aviation Administration Building
 10510 W. Zemke Circle
 Chicago, Illinois 60666

DESIGNERS REQUEST FOR CDA DESIGN STANDARDS VARIANCE

Project Name:	Project Number:
Specification Reference:	Drawing Reference:
Design Standard to be altered:	
Designer of Record:	Subconsultant (as applicable):

Rationale for Design Standards Variance:

Cost Implications:

Effect to any other Scope of Work:

Code/Permit Implications:

O&M Implications:

Designer must submit redlined Specification and associated side by side comparison of data for Standard vs. Proposed Variance. Exhibits attached to this request:

CDA Technical Advisor approval signature:

CDA Representative approval signature:



Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes

The following general technical design items will be reviewed by CDA on all Concessionaire designs, as applicable.

General Notes:

- 1. The Architect and Concessionaire shall provide RMS/Compliance Plan information (Design and Construction) prior to the 90% submittal. The Pre-Construction meeting cannot be scheduled until the Compliance Plan is reviewed and approved by CDA.
- 2. All permits, user forms, emergency contact directory, and construction alerts shall be prominently displayed in a locked glass display cabinet 30 inches high x 36 inches wide mounted to the approved construction barricade.
- 3. All concession color and finish sample board(s) shall be approved by CDA prior to the Pre-Construction Meeting.
- 4. Add Building Data information with IL Accessibility Code (71 Ill. Adm. Code Chapter I 400), to Applicable Code Lists. Verify all accessibility information complies with the current codes.
- 5. Install and display an ADA Floor plan on an 11x17 framed display in the back of the house or near the electrical panel.
- 6. Perform an x-ray/scan prior to all floor, wall, and room penetrations and submit the test results to CDA for review and approval.
- 7. "Prior to all field welding, any field fabrication, any heavy dust or hot workday, the GC's fire watch person shall use CDA's Smartsheet to alert ORD Fire Department and Building Engineers so they can deactivate fire alarms during the specific construction activities. Prior to commencement of all work described above, notify CDA for their review and approval. CDA's SMARTSHEET: <https://app.smartsheet.com/b/form/63edd425733d42809282920ee9624788>"
- 8. Barricade and graphics package shall be reviewed and approved by CDA, prior to the Pre-Construction Meeting & final installation.
- 9. The design and installation of the barricade shall comply w/ CDA Construction Barricade SOP, including a closure membrane between the top of the barricade and the base building ceiling.
- 10. GC shall tape out the LOD lines and Barricade layout at the site and submit photos of LOD and Barricade lines prior to Pre-Construction Meeting.
- 11. GC shall verify proposed Barricade will not obstruct the required clearances of the existing lighting, security camera(s), spray area of the sprinkler heads per NFPA Code, terminal wayfinding signage, or terminal devices.
- 12. At the 60% design submittal the Architect of record, with Tenant's approval, shall identify the security plan showing the integration of security grilles proposed for the store lockdown and closure. Security grilles must comply with CDA Design Guideline standards.
- 13. Utility meters and shut-off valves shall not be located above ceilings.
- 14. All utility meters and shut-off valves shall be labeled with tags and installed at easily accessible and visible locations.



**Exhibit C: CDA Design & Construction Guideline Requirements Concession
General Notes Cont'd.**

- 15. At the concession space, provide identification tag(s) identifying the location of any applicable remote utility meter with room name and number. Refer to General Note G20.
- 16. At the remote utility meters located away from the concession space, provide identification tag(s) identifying the name of the concession, location of the concession, room number, and installed date. Refer to General Note G20.
- 17. The GC shall use the following identification tags for all utility meters and shut-off valves at the concession and remote locations: Utility meters and shut-off labels shall be a min. 2 inches x 4 inches, waterproof material, Bold Arial Font style, min. 14 font size. The label shall also identify any applicable remote utility meter with the room name and number.

FOR REMOTE METERS	FOR CONCESSION METERS
CONCESSION NAME: XXXXXXXX LOCATION: (ORD/MDW) (Terminal) (Gate) UTILITY: (GAS, WATER, ELECT) METER CDA ROOM NO: <u>TXX.X.XX.X</u> INSTALLATION DATE: 00/00/000	CONCESSION NAME: XXXXXXXX LOCATION: (ORD/MDW) (Terminal) (Gate) UTILITY: (GAS, WATER, ELECT) METER LOCATION: <u>TXX.X.XX.X</u> INSTALLATION DATE: 00/00/000

- 18. Gas shut-off valve locations shall be compliant with current codes and not limited to International Fuel Gas "Code section 409".
- 19. At the concession space on both sides of the demising wall provide identification tag(s) identifying the type/use of any pipe, conduit, and mechanical duct. Refer to General Note # 20 for tag details.
- 20. Designer shall coordinate with MEPFP disciplines and show all required access panels for ceiling and wall MEPFP controls or equipment on the reflected ceiling and floor plans, and elevations.
- 21. All exposed conduits shall be painted, and all TV, data, and communication lines shall be concealed.
- 22. GC to verify and remove all existing abandoned domestic water pipes, sewer pipes, and gas pipes to the source and cap. Provide new pipes from the source as required
- 23. Any existing equipment including but not limited to Low-Temperature Water Isolation valves, VAV boxes, and associated controls, Fire Protection, roof drainage, pneumatic controls, exhaust fans, supply, and return grills must remain unimpeded, the existing equipment shall be relocated to maintain access.
- 24. All grease traps shall be accessible for cleaning. Grease trap locations shall be reviewed and approved by CDA prior to any field installation.



Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes Cont'd.

- 25. At all food establishments, in wet areas provide waterproof membrane under the entire tile floor finish and min. 12-inch up-turn at walls.
- 26. GC to provide all closeout documents per CDA Design and Construction Standard Operating Procedures, C-SOP Step 9.0.
- 27. Contractors shall provide photos of all fireproof caulking of all fire-rated wall, floor, and ceiling/roof penetrations. Architect and Contractors shall provide fireproof caulking details, and product cut sheet for Chicago Fire Department's inspection prior to the Substantial Completion inspection.
- 28. Architect, Concessionaire, and GC to verify hand sink location and numbers of employee zone per IL Health code.
- 29. Any unexpected existing equipment discovered during construction shall be reported to CDA for further coordination prior to proceeding with work.
- 30. Any attachments to the base building architecture, including soffits, columns, or mullions, are prohibited unless authorized by the CDA. Damage to base building finishes shall be repaired at the Concessionaires' expense.
- 31. Food establishment projects: Architect of Record, Concessionaire, and GC shall comply with the Chicago Department of Public Health (CDPH) requirements.

BARRICADE "Architect and General Contractor's responsibility unless noted otherwise."

- 1. Barricade shall have self-closing, flush, hollow metal double doors with combination lock. Submit combination number to CDA prior to start of construction.
- 2. Mount a 24" x 36" locked bulletin board inside a clear aluminum frame adjacent to the access door outside the Barricade shall display the building permit, safety and security contact information, incident notification form, and copy of e-Form.

SIGNAGE "Architect, General Contractor, and Concessionaire's responsibility unless noted otherwise."

- 1. Signage permit is not required; however, when signage requires electrical power, it shall be part of the electrical permit.
- 2. Logos are not allowed on primary signs located on storefronts. Logos are allowed on blade signs only.
- 3. Concessionaire signage shall not have a total length exceeding 1/2 of the premises' frontage dimension.



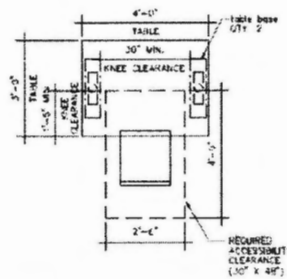
Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes Cont'd.

LIFE SAFETY "Architect and General Contractor's responsibility unless noted otherwise."

- 1. The Architect shall provide Life Safety Plan(s) showing locations of all existing applicable night lights, emergency lights, exit lights, fire extinguishers, Ansul fire protection switch & tanks, gas meter and shut off valve, water meter, and shut off valves, electrical meter, switch gear or transformer and panels, fire rating of partitions. Life Safety Plan will be used by the **Chicago Fire Department**. The Life safety plan(s) shall be placed after Title plan sheet. (If shut-off valves are remotely located, provide reference to the locations)
- 2. Submit cut sheets and specifications for proposed or existing Ansul fire suppression system.

ADA - accessibility "Architect, Engineer, Concessionaire's responsibility unless noted otherwise."

- 1. Add Building Data information with IL Accessibility Code (71 Ill. Adm. Code Chapter I 400), to Applicable Code Lists. Verify all accessibility information complies with the current code.
- 2. Show ADA Floor plan(s) with all ADA circulation and access clearance dimensions, ADA Seating calculation chart, and ADA seating floor plan(s). Submit all ADA-accessible furniture and fixtures cut sheet. ADA compliance plans, charts, and details shall be placed after the Life Safety plan sheet.
- 3. Table and counter height must be 29" to 34" above finished floor. Knee clearance below the table and counter must be a minimum 27" clear height, 30" minimum width, and 19" minimum depth. All accessible seating must be identified with a handicap symbol adhered to the tabletop.
- 4. Center support leg tables are not recommended. Corner support leg tables are preferred as shown in note AD4. However, if round tables with center posts are used for dining, the minimum diameter of these tables shall be a minimum 48" diameter. All accessible tables must comply with ADA codes. Ensure the accessible table legs provide adequate clearance for the wheelchair.
- 5. CDA's recommended accessible four support leg tables:



ADA TABLE DETAIL

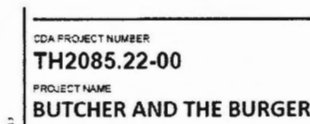


Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes Cont'd.

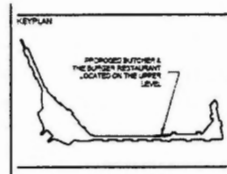
- 6. Show and dimension ADA approach, access, and reach to Point of Sale (POS) counters, food and beverage counters, and merchandise display surfaces, and Grab-and-Go equipment on the plan(s), elevations, and sections.

ARCHITECTURAL " Architect and Engineers' Responsibility unless noted otherwise."

- 1. Show CDA Project Number on Title Sheet and on title block of each sheet, see example



- 2. Include a vicinity map, Key plan map, and project scope description on the title sheet.
- 3. Example of the (ORD/MDW) key plan indicating the project location on Title Sheet and on title block of each sheet.



- 4. Food and beverage establishment projects: Architect of Record must add a note on the cover sheet that he has reviewed and complied with Chicago Department of Public Health's (CDPH) requirements.
- 5. Identify previous use of the space on Demolition or Construction floor plan.
- 6. Label adjacent spaces on all floor plans.
- 7. Show the location of the luggage rail wall protection on plans, elevations, sections, and provide details for fabrication and installation.
- 8. Show employee storage area for personal items and employee lockers in the back-of-house (BOH) area. Identify and show employee storage area if it is located remotely.
- 9. Identify and show staging of trash and debris removal in the BOH and the circulation path to the terminal trash disposal area.
- 10. Show base building roof structure and concourse ceiling height for reference on all interior elevations and building sections.
- 11. Identify all floor level changes on the finish plan(s) and show all floor transition details to comply with accessibility requirements.

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

4/25/2024



Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes Cont'd.

- 12. Show and dimension all adequate angle support for all cantilevered countertops and millwork. Comply with ADA legroom clearances.
- 13. Kiosk concessions shall have a minimum 8" high toe-kick base plate.
- 14. Architect and General Contractor shall be aware that existing base building finished surfaces such as bulkheads, soffits, exterior walls, ceilings, and column cladding, cannot be modified or used for attachment of tenant construction. All base building finished surfaces damaged during tenant construction must be repaired to their original finish and appearance

STRUCTURAL "Architect and Engineers' Responsibility unless noted otherwise."

- 1. Provide drawings for structural framing, member sizes, details, and structural calculations for all rooftop equipment.
- 2. Provide drawings for structural framing, member sizes, details, and structural calculations for all roof, floor, and wall openings.
- 3. Provide drawings for structural framing, member sizes, details, and structural calculations for security grilles.
- 4. Provide drawings for structural framing, member sizes, details, and structural calculations for all miscellaneous architectural features, bracing, and equipment supports.

MECHANICAL "Architect and Engineers' Responsibility unless noted otherwise."

- 1. Show a gas riser diagram indicating shut-off valve in a visible and accessible location below the ceiling.
- 2. Show all required access panels for existing ceiling HVAC and other utility equipment on the reflected ceiling plans
- 3. Any enclosed Mop sink must comply with the Mechanical Ventilation Requirement, Table 18-28-403.3 Ventilating Requirements in the Chicago Municipal Code, "Chapter 18-28 MECHANICAL SYSTEMS", unless the mop sink is in an open area.
- 4. Show the gas meter's location in plan.

ELECTRICAL "Architect and Engineers' Responsibility unless noted otherwise."

- 1. Show the electric meter and transformer in plan and identify the location with the room name and number.
- 2. Track lighting is discouraged unless recessed and with CDA approval.
- 3. Do not exceed more than 80% of the load capacity of each panel as per City of Chicago 2021 Amendments "14E-2-210 Branch circuits to the Chicago Electric Code 2018."



Exhibit C: CDA Design & Construction Guideline Requirements Concession General Notes Cont'd.

PLUMBING "Architect and Engineers' Responsibility unless noted otherwise."

- 1. Connection to base building domestic water lines shall be installed with exterior backflow prevention valve as required by the Chicago Department of Public Health (CDPH) and the applicable plumbing code.
- 2. All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and vapor barrier.
- 3. Grease trap shall be located at an easily accessible area for periodic servicing.
- 4. Service sinks shall not be required to be located within individual tenant spaces provided that a service sink is provided in an area that can be accessed without passing through another tenant space, per City of Chicago 2021 Amendments "18-29-403.6 to the Chicago Plumbing Code."
- 5. Show water meter in plan and identify the location with the room name and number.
- 6. Concessionaire's hot water tank pan and relief valve shall be piped to a floor drain.
- 7. All concessionaire installed piping shall be color coded to match the base building system including Concession's grease waste pipe.

FIRE PROTECTION "Architect and Engineers' Responsibility unless noted otherwise."

- 1. Show existing and new sprinkler heads on reflected ceiling plan.
- 2. Show the location of the manual override for any Ansul system at an easily accessible and visible location.

FF&E + KITCHEN EQUIPMENT "Architect and Engineers' Responsibility unless noted otherwise "

- 1. All types of furniture cannot be attached to the floor. Furniture must have appropriate glides to prevent scratches and damage to finish floors.
- 2. Show and dimension circulation egress aisle path and width between furniture, merchandise displays, and equipment.



Exhibit C.30: 30% Schematic Design (SD) Submittal Checklist

The following indicates the minimum required information and attachments to be included in the Schematic Design Submission:

- Approved PIL Submittal.*
- Concept Drawings / Renderings (Check if revision is included).*

- Drawings
- 1. Title Sheet
 - Drawing Index
 - Identify Project Name, CDA Project Number, Location Number, Consultant Names
 - Small-scale Vicinity map, Terminal key plan showing the location of premises identified by column lines within the terminal, and Small-scale Key Lease.
- 2. Include CDA Lease Outline Drawing (LOD) plan drawing with all perimeter dimensions, corresponding square footage identified, and adjacent spaces labeled.
- 3. Circulation, Queuing, and Accessibility compliance plans
 - Show and dimension all egress circulation aisles.
 - Show and dimension guest access to and within the tenant space.
 - Show dimensions between merchandise elements.
 - Show dimensions between tables and back-to-back seating.
 - Show dimension between equipment in the kitchen, server areas, and back-of-house (BOH)
 - Provide a minimum 3'-0" clearance between all elements.
- 4. Code Analysis schedule and Life Safety Plan
 - Identify applicable code analysis and list all pertinent code sections.
 - Identify and show all fire-rated walls.
 - Show Exit lights, Sprinkler heads, Fire Extinguisher
 - Show and document travel distance within the space and to the two nearest Terminal exits.
 - Food and Beverage tenants, identify the number of seats, type of seats, number of ADA-compliant wheelchair spaces, and tables provided for each type of seating.
 - Show ADA compliance drawings and reference figure numbers.



Exhibit C.30: 30% Schematic Design (SD) Submittal Checklist Cont'd.

- 5. Demolition plans and reflected ceiling plans
 - Identify all existing materials, Walls, Floor, Ceilings
 - Mechanical System: Ducts, VAV Units, Diffusers, Exhaust Hood, Rooftop Equipment
 - Electrical System: Lighting, Meter room, Power Panels, Data, Low voltage, and security
 - Plumbing System: Water meter, Shut-off Valves, Supply and waste pipes, Floor Drains, Vents, Grease trap, Gas Meter, Shut-off Valves.
 - Fire Protection System: Sprinklers, Exit Signs, Fire Extinguishers
 - Structural Framing: Columns, Beams, and Identify Column Lines.
 - Concourse Elements: Signage, FIBS, Decorative elements
 - Equipment
 - Show and identify materials and systems that will be removed or modified.
 - Attach a minimum of 6 photos representing the existing conditions noted above
- 6. Preliminary Floor Plan
 - Show storefront and security door.
 - Show LOD and fixed walls with dimensions and indicate fire-rated walls.
 - Show proposed merchandising plan, including fixture layout and product displays, POS, millwork, furniture, built-ins, and equipment.
 - Show back of house layout, storage, mop basin, employee lockers, utility panels.
 - Show preliminary kitchen layout.
- 7. Preliminary Reflected Ceiling Plan
 - Show all proposed elements: Ceiling types and soffits.
 - Lights, diffusers, and fire protection sprinklers, Exit Signs
 - Suspended ceiling elements: TVs, signs, design features
- 8. Preliminary Finish Plan
 - Identify materials.
 - Reference materials to Finish schedule.
 - Identify changes in floor elevations and provide details.
 - Provide a Preliminary Floor Finish Schedule.
- 9. Preliminary elevations and sections: Identify materials, show height dimensions, and column lines
 - Storefront
 - Interior Elevations and sections
 - Sections through space: Extend sections to underside of roof deck above tenant space.



Exhibit C.30: 30% Schematic Design (SD) Submittal Checklist Cont'd.

- 10. Preliminary Details
 - Wall types
- 11. Comply with CDA Design Guidelines Manual
- 12. Initiate Sam™ Checklist for later submittal

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
- This signed checklist should be used as a cover page for your submittal to CDA. Without proper sign-off, this design submittal package will not be reviewed by CDA.

Architect of record (AOR) signature of review:

Name	Date
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Exhibit C.60: 60% Design Development (DD) Submittal Checklist

The following indicates the minimum required information and attachments to be included in the Design Development Submission:

- Confirm 60% of drawing submittal incorporates 30% CDA review comments Confirm CDA'S General Notes referenced in (Exhibit C) are included in documents.

Drawings

- 1. Title Sheet
 - Drawing index Update
- 2. CDA's Lease Outline Drawing (LOD) plan drawing with all perimeter dimensions, and corresponding square footage identified, and label all adjacent spaces.
- 3. Circulation, Queuing plan, and (ADA) Accessibility compliance plans
 - Show and dimension all egress circulation aisles.
 - Show and dimension guest access to and within the tenant space.
 - Show dimensions between merchandise elements.
 - Show dimensions between tables and back-to-back seating.
 - Show dimension between equipment in the kitchen, server areas, and back of house (BOH)
 - Provide a minimum 3'-0" clearance between all elements.
- 4. Code Analysis schedule and Life Safety Plan
 - Identify applicable code analysis and list all pertinent code sections.
 - Identify and show all fire-rated walls.
 - Show Exit lights, Sprinkler heads, Fire Extinguisher
 - Show and document travel distance within the space and to the two nearest Terminal exits.
 - Food and Beverage tenants, identify the number of seats, type of seats, number of ADA-compliant wheelchair spaces, and tables provided for each type of seating.
 - Show ADA compliance drawings and reference figure numbers.
- 5. Barricade Plan
 - Show all elevations and dimensions vertical height from Concourse floor to ceiling, bulkhead., and roof.
 - Show barricade graphics, signage, and Contractor's display case location.
 - Show details: type of wall, closure to Concourse bulkhead or roof, anchoring, and distance to LOD.
 - Identify and coordinate with CDA all items that need to be relocated by others (CDA security team and adjacent tenant) including but not limited to (advertising, phones, vending devices, internet kiosks, charging stations, AEDs, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.).

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Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.

- 6. Demolition: Plans and Reflected ceiling plans
 - Finalize plans.
 - Complete dimensions
 - Reference details, enlarged plans, sections, and elevations.
 - Identify all existing materials, Walls, Floor, Ceilings
 - Mechanical System: Ducts, VAV Units, Diffusers, Exhaust Hood, Rooftop Equipment
 - Electrical System: Lighting, Meter room, Power Panels, Data, Low voltage, and Security
 - Plumbing System: Water meter, Shut-off Valves, Supply and waste pipes, Floor Drains, Vents, Grease trap, Gas Meter
 - Fire Protection System: Sprinklers, Exit Signs, Fire Extinguishers
 - Structural Framing: Identify Column Lines, Columns, Beams, and other structural elements.
 - Concourse Elements: Signage, FIBS, Decorative elements
 - Equipment
 - Show and identify materials and systems that will be removed or modified.
 - Show and dimension locations for floor and roof penetrations.
 - Attach a minimum of 6 photos representing the existing conditions noted above
 - General Notes
-
7. Floor Plans
 - Finalize plans.
 - Submit plans for remote utility and mechanical rooms which may be located on the Apron level or the roof.
 - Complete dimensions
 - Reference details, enlarged plans, sections, and elevations.
 - Storefront and security door
 - LOD, and fixed walls with dimensions, and indicate fire-rated walls.
 - Proposed merchandising plan, including fixture layout and product displays, POS, millwork, furniture, built-ins, and equipment.
 - Back-of-house layout, storage, mop basin, employee lockers, and utility panels
 - Kitchen layout.
-
8. Reflected Ceiling Plans
 - Finalize plans.
 - Complete dimensions
 - Reference details, enlarged plans, and indicate vertical height elevations.
 - Show all elements: Ceiling types and soffits with heights above finish floor.
 - Lights, diffusers, and fire protection sprinklers
 - Suspended ceiling elements: TVs, signs, design features



Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.

- 9. Finish Material Plans
 - Finalize plans and indicate floor patterns, change of materials.
 - Complete dimensions
 - Identify changes in elevations and provide details.
 - Reference details and enlarged plans and elevations.
 - Identify materials.
 - Reference materials to Floor Finish schedule.
 - Finish Schedule

- 10. Elevations and sections: Identify materials, show height dimensions, and column lines
 - Finalize elevations and sections.
 - Show concourse ceiling and base building roof lines on all elevations and sections for reference.
 - Complete dimensions show all vertical dimensions from floor to underside of structure above.
 - Reference details and enlarged plans and elevations.
 - Identify all design features, materials, and dimensions.
 - Identify and show all signage and graphics, vertical and horizontal dimensions.
 - Storefront
 - Interior Elevations and sections
 - Merchandising millwork, product displays, POS, miscellaneous millwork, furniture, built-ins, and equipment

- 11. Details
 - Finalize
 - Complete vertical and horizontal dimensions
 - Identify materials.
 - Cross-reference details to plans, elevations, and sections.
 - Wall types
 - Floor, Base, Wall, Door, and Opening trim
 - Ceiling and soffits
 - Millwork, Casework, design features
 - Signage, graphics, and special features
 - Doors and hardware schedule. Door details
 - Security grille support rail, miscellaneous framing, attachments to base building structure
 - Floor transitions
 - Water Proofing
 - Roof curbs and flashing and MEP support details
 - Expansion Joints
 - Miscellaneous steel reinforcing for walls, floors, roof, counters, millwork, ceilings, equipment, soffits, storefront bulkheads, doors, etc.



Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.

- 12. Preliminary coordination of engineering disciplines to architectural drawings
 - Verify engineering background plans.
 - Verify remote utility rooms and provide necessary Apron and roof level plans with room names and numbers.
 - Verify utility identification tags.

- 13. Preliminary Mechanical: See Exhibit C.62 Mechanical Checklist for full compliance
 - Demolition: Plans, reflected ceiling plans, details and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Floor plans showing, fan coil or VAV units, duct layout, size and manufacturer of grilles and diffusers, thermostats, and kitchen supply and exhaust systems where applicable.
 - Specifications and fixture cuts
 - Heat gain and heat loss calculations based on existing conditions and new operational requirements.
 - Venting and make-up air requirements
 - Mechanical equipment schedules per City of Chicago building code requirements
 - Mechanical and electrical design including base building modifications.
 - Mechanical and electrical design loads including anticipated exhaust system CPM.
 - Provide gas riser diagram showing gas shut-off valve below ceiling.

- 14. Preliminary Electrical: See Exhibit C.61 Electrical Checklist for full compliance
 - Electric meter room locating plan which may be located remotely from the tenant space.
 - Identify meter number and room number which may be located remotely from the tenant space.
 - Data and communication room locating plan.
 - Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Show and dimension location of all floor and roof penetrations.
 - Floor plan showing electrical requirements. Include a single line distribution diagram.
 - Emergency lighting plan and egress signs
 - Fixture schedule showing quantity and watts for each fixture.
 - Special lighting, signs, and design features
 - Specifications of fixtures
 - Panel schedule indicating total electrical demand, connected loads, available capacity, service location, and size of transformer.



Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.

- 15. Preliminary Plumbing: See Exhibit C.62 Plumbing Checklist for full compliance
 - Demolition: Plans, reflective ceiling plans, elevations, sections, details, and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Show and dimension location of all floor and roof penetrations.
 - Floor plan of services
 - Specifications and fixture cuts
 - Venting and backflow preventer location and requirements
 - Riser diagrams showing water meter location Submit all Peoples Gas service application request forms to CDA Utilities Team for coordination when requesting a separately metered gas service for tenant or concession work. A copy of the completed application needs to be provided and emailed to ordretailconstruction@cityofchicago.org or mdwretrailconstruction@cityofchicago.org
 - Location of grease trap in all Food and Beverage spaces
 - Location of mop basin in all Food and Beverage spaces. "City of Chicago 2021 Amendments 18-29-403.6" to the Chicago Plumbing Code may apply in other tenant locations.
 - Water heater type and location showing relief and pan drain piped to floor drain.
- 16. Preliminary Fire Protection: See Exhibit C.62 Fire Protection Checklist for full compliance
 - Demolition: Reflective ceiling plans, details, and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Sprinkler distribution changes, head layout, and hydraulic calculations
 - Drain down locations.
 - Heat baffles when applicable.
 - Fire extinguisher locations.
- 17. Preliminary Structural Checklist
 - Drawings indicating size and location of all existing structural members on each floor and roof area above and below the Tenant space which may be affected by the new design.
 - Show demolition plans identifying all modifications required for the new design.
 - Drawings indicating size and location of all new structural and miscellaneous members intended means of seismic restraint for all City of Chicago building code, and required applications, and all applicable structural calculations.
 - Drawings and structural calculations for specialty elements, fixtures, equipment, or construction applying atypical point loads to the base building structure.
 - Drawings indicating size and location and framing for all intended floor or roof penetrations.



Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.

- 18. Preliminary Kitchen and Equipment Compliance Checklist.
 - Required for Food and Beverage Tenants
 - Plans
 - Reflected Ceiling Plans and exhaust hoods.
 - Preliminary utility locations.
 - Floor and roof penetrations.
 - Schedules and specifications.
 - Walk-in freezer plans.
 - Table of electrical loads indicating total electrical demand and connected loads.

- 19. Coordinate all disciplines and cross-reference details.

- 20. Comply with CDA Design Guidelines Manual.

- 21. Sam™ Checklist for later submittal.

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
- This signed checklist shall be used as a cover page for your CDA submission. Without proper sign-off, this design submittal package will not be reviewed by CDA.
-

Architect of Record (AOR) signature of review:

Name	Date	Firm
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Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd. Electrical Submittal Checklist

The following indicates the minimum electrical technical design item requirements of the Design that should be shown on all tenant design at 60% Design Development and 90% Construction Documents (incomplete submittals may delay your project schedule):

- 1. Review total electrical load calculations to determine if the electrical service to the newly remodeled space is adequate for the required loads. Identify in an electrical summary, a schedule of all existing electrical devices and loads, and all new or reused electrical devices and loads.
- 2. Identify the location of electrical equipment and meter room; list meter service number
- 3. Submit a Load Letter to Com Ed requesting a separately metered electrical source for tenant or concession work. City-provided services do not require a separately metered source of power. A copy of the completed Load Letter needs to be provided and emailed to ordretailconstruction@cityofchicago.org or mdwretrailconstruction@cityofchicago.org
- 4. Check and coordinate loads shown on electrical power plans against mechanical, plumbing, fire protection, and/or architectural equipment lists
- 5. Lighting fixture schedules should show the voltage and input watts of each fixture
- 6. Complete panel schedules should be shown. Update existing panel schedules with updated circuit information.
- 7. Review circuiting designations of all electrical equipment including mechanical, IT, lighting fixtures and receptacles, circuit loading allowed per the Chicago Electrical Code
- 8. Balance loads on phases of all new panel boards to within 5% of each other
- 9. Place this note on all design review submittals: "The design shall be in accordance with the requirements of the Chicago Electrical Code, Chicago Department of Aviation Design Specifications, and Chicago Airport Systems, Design and Construction Standards, and CDA C-SOP for Design and Construction
- 10. Utilize Energy Saving devices per the directions given in the Sustainable Airport Manual (Devices carrying the "Energy Star" rating usually qualify)
- 11. Provide enough detail on electrical demolition drawings so that contractors can submit accurate bids
- 12. Check coordination between architectural reflected ceiling plan and electrical lighting plan
- 13. Check coordination between mechanical ceiling plan and electrical lighting plan
- 14. Check coordination between architectural millwork plan and electrical power and receptacle plan
- 15. Check coordination between architectural signage and electrical lighting plan if signage is illuminated or requires electrical power for operation



**Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.
Electrical Submittal Checklist**

- 16. Provide a separate emergency lighting and exit plan in accordance with City of Chicago Bureau of Fire Prevention requirements. Show all exit signs, fire alarm pull stations, strobes, horns, speakers ,etc.
- 17. Electrical lighting switches and receptacles shall be installed in accordance with ADA and "Mayor's Office for People with Disabilities" requirements
- 18. Submit all drawings with proper building column line designations, north arrow directional information, and key plan, in coordination with the architectural plans
- 19. Provide one-line diagram (from Source to End Panel) and associated elevations of equipment
- 20. Provide Short Circuit Interrupting Ratings of all Over Current Protective Devices specified
- 21. A site walk through visit to the facility prior to beginning the design phase is required to confirm 30% submittal findings have been satisfied.
- 22. Lighting fixtures and PA speakers shall be Chicago Plenum Rated if installation in a plenum ceiling is required
- 23. The design should account for voltage drop in main feeders and branch circuits in compliance with Chicago Electrical Code requirements

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
- This signed checklist shall be used as a cover page for your CDA submission. Without proper sign-off, this design submittal package will not be reviewed by CDA.
-

Engineer of Record (EOR) signature of review:

Name	Date	Firm	



Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd. Mechanical, Fire Protection & Plumbing Submittal Checklist

The following indicates the minimum mechanical technical design item requirements of the Design that should be shown on all tenant design at 60% Design Development and 90% Construction Documents (incomplete submittals may delay your project schedule):

General

- Verify Design is in accordance with all applicable codes and regulations & CDA Standards
- Comply with CDA Design & Construction Standards, Part 5, - Mechanical (M, P & FP)
- Existing pneumatic VAV boxes controls should be converted to DDC-Type VAV boxes.
- A site walk-through visit to the Concessionaire's space and adjacent facility prior to beginning the design phase is required to confirm 30% submittal findings have been satisfied.

Mechanical

- 1. Testing, Adjusting, and Balancing (TAB) Mechanical HVAC Tenant System(s) BEFORE to confirm existing data available & AFTER to document the existing/altered HVAC systems data vs required Tenant Design Requirements.
- 2. Provide a complete HVAC Ventilation Schedule indicating cfm-air changes required per Codes, per design. "Chicago Building Code 18-28-403.14" Requires Outside Air OA on schedules.
- 3. Provide New Area heating-cooling-venting loads. Adjust or add HVAC Equipment as required. Provide New or Altered Mechanical Systems equipment, ductwork, piping, and control details.
- 4. Additional base building airport HVAC is NOT available. Provide additional HVAC as necessary for Tenant operations.
- 5. Mechanical systems to be reviewed to verify accessibility and maintenance to CDA standards

Fire Sprinkler System

- 1. Show all existing, relocated, and New Heads or Covers. Verify coverage is not blocked by new construction, full or partial height walls, Electric Closet, storage rooms, or signage, etc.
- 2. Provide new systems piping details
- 3. Indicate the location of the nearest shut-off valves and drain-downs
- 4. Indicate Fire Protection shutdowns and expected durations
- 5. Testing and installation of the Fire Suppression System in the Premises shall be by the Concessionaire under CDA supervision. Any work on the fire protection system within the tenant space which requires a fire protection shutdown should have a separate user form submitted and follow the CDA fire shutdown procedures.

Plumbing

- 1. Need plumbing installation details for the following: meter and back flow preventers, check & double check valves, vacuum breakers, gas fired hot water tank-expansion tank-piping-return piping-blow downs-mixing valve assemblies, flue(s), EM drain pan under hot water tank, ID labeling, wall/floor penetration(s), pipe hangers & supports, vibration isolators, etc.
- 2. Plumbing systems to be reviewed to verify accessibility and maintenance to CDA standards



**Exhibit C.60: 60% Design Development (DD) Submittal Checklist Cont'd.
Mechanical, Fire Protection & Plumbing Submittal Checklist**

- 3. Any work on the domestic water service within the tenant space that requires partial domestic water service shutdown should have a separate user form submitted and follow the CDA domestic water service shutdown procedures
- 4. Submit all Peoples Gas service application request forms to CDA Utilities Team for coordination when requesting a separately metered gas service for tenant or concession work. A copy of the completed application needs to be provided and emailed to ordretailconstruction@cityofchicago.org or mdwretrailconstruction@cityofchicago.org

Demolition (If Applicable)

- 1. Domestic water pipes to be demolished shall be removed back to an active line
- 2. According to the Illinois plumbing code, demolition of abandoned existing domestic water and sanitary drain piping needs to be properly removed and capped up to the active branch connections

Food Service & Kitchen Equipment Areas (If Applicable)

- 1. Board of Health review required
- 2. Special exhaust fans, hoods, makeup air equipment, to maintain negative air as required per codes. Special materials required; Stainless Steel, Black Iron, Aluminum, Ansel, fire dampers, gas & electric automatic shunt-trips, etc. per Codes & CDA Standards
- 3. Where cooking devices are provided and a vented exhaust duct is not required by code, install a ventless, charcoal filter, and electric air cleaner hood above all cooking devices
-

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
- This signed checklist shall be used as a cover page for your CDA submission. Without proper sign-off, this design submittal package will not be reviewed by CDA.
-

Engineer of Record (EOR) signature of review:

Name	Date	Firm	



Exhibit C.90: 90% Construction Document (CD) Submittal Checklist

The following indicates the minimum required information and attachments to be included in the Construction Document Submission:

- Confirm 90% of drawing submittal incorporates 60% CDA review comments

Drawings

- 1. Title Sheet
 - Drawing index Update
- 2. Confirm CDA's Lease Outline Drawing (LOD) plan drawing with all perimeter dimensions, and corresponding square footage identified, and label all adjacent spaces is complete. In case Concessionaire's proposed LOD is different from CDA'S LOD Plan Provide two LOD plans for comparison.
- 3. Confirm Circulation, Queuing plan and (ADA) Accessibility compliance plans are complete
 - Show and dimension all egress circulation aisles.
 - Show and dimension guest access to and within the tenant space.
 - Show dimensions between merchandise elements.
 - Show dimensions between tables and back-to-back seating.
 - Show dimension between equipment in the kitchen, server areas, and back-of-house (BOH)
 - Provide a minimum 3'-0" clearance between all elements.
- 4. Confirm Code Analysis schedule and Life Safety Plan are complete
 - Identify applicable code analysis and list all pertinent code sections.
 - Identify and show all fire-rated walls.
 - Show Exit lights, Sprinkler heads, Fire Extinguisher
 - Show and document travel distance within the space, and to the two nearest Terminal exits.
 - Food and Beverage tenants, identify the number of seats, type of seats, number of ADA-compliant wheelchair spaces, and tables provided for each type of seating.
 - Show ADA compliance drawings and reference figure numbers.
- 5. Confirm Barricade Plan is complete
 - Show all elevations and include height to Concourse ceiling or bulkhead.
 - Show barricade graphics, signage, and Contractor's display case location.
 - Show details: type of wall, closure to Concourse bulkhead or roof, anchoring, and distance to LOD.
 - List of all items that need to be relocated by others (CDA or adjacent tenant) in order for the project to be built (advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.)
- 6. Demolition: Plans and Reflected ceiling plans
 - Finalize plans.
 - Complete dimensions

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Exhibit C.90: 90% Construction Document (CD) Submittal Checklist Cont'd

- Reference details, enlarged plans, and indicate vertical elevations
 - Identify all existing materials, Walls, Floor, Ceilings
 - Mechanical System: Ducts, VAV Units, Diffusers, Exhaust Hood, Rooftop Equipment
 - Electrical System: Lighting, Meter room, Power Panels, Data, Low voltage, and security
 - Plumbing System: Water meter, Shut-off Valves, Supply and waste pipes, Floor Drains, Vents, Grease trap, Gas Meter, Shut-off Valves.
 - Fire Protection System: Sprinklers, Exit Signs, Fire Extinguishers
 - Structural Framing: Identify Column Lines, Columns, Beams, and
 - Concourse Elements: Signage, FIBS, Decorative elements
 - Equipment
 - Show and identify materials and systems that will be removed or modified.
 - Show and dimension locations for floor and roof penetrations.
 - Attach a minimum of 6 photos representing the existing conditions noted above
 - General Notes

- 7. Floor Plans
 - Finalize plans.
 - Submit plans for remote utility and mechanical rooms which may be located on the Apron level or the roof.
 - Complete dimensions
 - Reference details and enlarged plans and elevations.
 - Storefront and security door
 - LOD and fixed walls with dimensions and indicate fire-rated walls.
 - Proposed merchandising plan includes fixture layout and product displays, POS, millwork, furniture, built-ins, and equipment.
 - Back-of-house layout, storage, mop basin, employee lockers, and utility panels
 - Kitchen Layout

- 8. Reflected Ceiling Plans
 - Finalize plans.
 - Complete dimensions
 - Reference details, enlarged plans, and include vertical height elevations.
 - Show all elements: Ceiling types and soffits.
 - Lights, diffusers, and fire protection sprinklers
 - Suspended ceiling elements: TVs, signs, design features

- 9. Finish Material Plans
 - Finalize plans and indicate floor patterns, change of materials.
 - Complete dimensions
 - Reference details and enlarged plans and elevations.
 - Identify materials.
 - Reference materials to Finish schedule.
 - Finish Schedule

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Exhibit C.90: 90% Construction Document (CD) Submittal Checklist Cont'd.

- 10. Elevations and sections: Identify materials, show height dimensions, and column lines
 - Finalize elevations and sections.
 - Complete dimensions show all vertical dimensions from floor to underside of structure above.
 - Reference details and enlarged plans and elevations.
 - Identify all design features, materials, and dimensions.
 - Identify and show all signage and graphics, vertical and horizontal dimensions.
 - Storefront
 - Interior Elevations and sections
 - Merchandising millwork, product displays, POS, miscellaneous millwork, furniture, built-ins, and equipment
- 11. Finalize Details
 - Complete vertical and horizontal dimensions
 - Identify materials.
 - Cross-reference details to plans, elevations, and sections.
 - Wall types
 - Floor, Base, Wall, Door, and Opening trim
 - Ceiling and soffits
 - Millwork, Casework, design features
 - Signage, graphics, and special features
 - Doors, hardware, and schedule
 - Security grille support rail, miscellaneous framing, attachments to Concourse structure
 - Floor transitions & Expansion Joints
 - Water Proofing
 - Roof curb flashing and MEP support details
 - Miscellaneous steel reinforcing for walls, floors, roof, counters, millwork, ceilings, equipment, soffits, storefront bulkheads, doors, etc.
- 12. Finalize Coordination of engineering disciplines to architectural drawings
 - Verify engineering background plans.
 - Verify remote utility rooms and provide necessary Apron and roof level plans with room names and numbers.
 - Verify utility identification tags.
- 13. Finalize Mechanical: See Exhibit C.62 Mechanical Checklist for full compliance
 - Demolition: Plans, reflective ceiling plans, details, and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Floor plans showing, fan coil or VAV units, duct layout, size and manufacturer of grilles and diffusers, thermostats, and kitchen supply and exhaust systems where applicable.
 - Specifications and fixture cuts
 - Heat gain and heat loss calculations based on existing conditions and new operational requirements.

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Exhibit C.90: 90% Construction Document (CD) Submittal Checklist Cont'd.

- Venting and make-up air requirements
 - Mechanical equipment schedules per City of Chicago building code requirements
 - Mechanical and electrical design including base building modifications.
 - Mechanical and electrical design loads including anticipated exhaust system CPM.
 - Provide gas riser diagram showing gas shut-off valve below ceiling.
14. Finalize Electrical: See Exhibit C.62 and C.90 Electrical Checklist for full compliance
- Electric meter room locating plan which may be located remotely from the tenant space.
 - Identify meter number and room number which may be located remotely from the tenant space.
 - Data and communication room locating plan.
 - Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Show and dimension location of all floor and roof penetrations.
 - Floor plan showing electrical requirements. Include single line distribution diagram.
 - Emergency lighting plan and egress signs
 - Fixture schedule showing quantity and watts for each fixture.
 - Special lighting, signs, and design features
 - Specifications of fixtures
 - Panel schedule indicating total electrical demand, connected loads, available capacity, service location and size of transformer.
15. Finalize Plumbing: See Exhibit C.3 Plumbing Checklist for full compliance
- Demolition: Plans, reflective ceiling plans, elevations, sections, details, and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Show and dimension location of all floor and roof penetrations.
 - Floor plan of services
 - Specifications and fixture cuts
 - Venting and back flow preventer location and requirements
 - Riser diagrams showing water meter location Submit all Peoples Gas service application request forms to CDA Utilities Team for coordination when requesting a separately metered gas service for tenant or concession work. A copy of the completed application needs to be provided and emailed to ordretailconstruction@cityofchicago.org or mdwretrailconstruction@cityofchicago.org
 - Location of grease trap in all Food and Beverage spaces
 - Location of mop basin in all Food and Beverage spaces. City of Chicago "2021 Amendments 18-29-403.6" to the Chicago plumbing Code may apply in other tenant locations.
 - Water heater type and location showing relief, and pan drain piped to floor drain



Exhibit C.90: 90% Construction Document (CD) Submittal Checklist Cont'd

- 16. Finalize Fire Protection: See Exhibit C.62 Fire Protection Checklist
 - Demolition: Reflective ceiling plans, details, and other documents as necessary for the project site and all adjacent areas where work will be performed
 - Sprinkler distribution changes, head layout and hydraulic calculations
 - Drain down locations.
 - Heat baffles when applicable.
 - Fire extinguisher locations.

- 17. Finalize Structural Checklist
 - Drawings indicating size and location of all existing structural members on each floor and roof area above and below the Tenant space which may be affected by the new design .
 - Show demolition plans identifying all modifications required for the new design.
 - Drawings and structural calculations indicating size and location of all new structural and miscellaneous members intended means of seismic restraint for all City of Chicago building code, and required applications, and all applicable structural calculations.
 - Drawings and structural calculations for specialty elements, fixtures, equipment, or construction applying atypical point loads to the base building structure.
 - Drawings indicating size and location and framing for all intended floor or roof penetrations.

- 18. Finalize Kitchen and Equipment Checklist
 - Required for Food and Beverage Tenants
 - Plans
 - Reflected Ceiling Plans, Exhaust hoods.
 - Preliminary utility locations
 - Floor and roof penetrations
 - Schedules and specifications
 - Walk-in freezer plans
 - Table of electrical loads indicating total electrical demand and connected loads

- 19. Finalize Coordination with all disciplines and cross reference details

- 20. Comply with CDA Design Guidelines Manual

- 21. Sam™ Checklist for later submittal



Exhibit C.90: 90% Construction Document (CD) Submittal Checklist Cont'd

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
 - This signed checklist shall be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.
-

Architect of Record (AOR) signature of review:

Name	Date	Firm

Engineer of Record (EOR) signature of review:

Name	Date	Firm



Exhibit C.100: 100% Construction Document (CD) Submittal Checklist

The following indicates the minimum required information and attachments to be included in the Construction Document Submission:

- Confirm 90% of drawing submittal incorporates 100% CDA review comments

Drawings

- 1. Title Sheet
 - Drawing index Update
- 2. CDA's Lease Outline Drawing (LOD) plan (Refer to Exhibit C.90 for the full checklist of compliance).
- 3. Final (ADA) Accessibility compliance plans (Refer to Exhibit C.90 for the full checklist of compliance).
- 4. Final Life Safety Plan (Refer to Exhibit C.90 for the full checklist of compliance).
- 5. Final Barricade Plan (Refer to Exhibit C.90 for the full checklist of compliance).
- 6. Final Demolition: Plans and Reflected Ceiling Plans (Refer to Exhibit C.90 for the full checklist of compliance).
- 7. Final Floor Plans (Refer to Exhibit C.90 for the full checklist of compliance).
- 8. Final Reflected Ceiling Plans (Refer to Exhibit C.90 for the full checklist of compliance).
- 9. Final Finish Material Plans (Refer to Exhibit C.90 for the full checklist of compliance).
- 10. Final Elevations and sections: (Refer to Exhibit C.90 for the full checklist of compliance).
- 11. Final Details drawings (Refer to Exhibit C.90 for the full checklist of compliance).
- 12. Final Coordination of engineering disciplines to architectural drawings (Refer to Exhibit C.90 for the full checklist of compliance).
- 13. Final Mechanical: (Refer to Exhibit C.62 Mechanical Checklist & Exhibit C.90 for the full checklist compliance).
- 14. Final Electrical: (Refer to Exhibit C.61 Electrical Checklist & Exhibit C.90 for the full checklist of compliance).
- 15. Final Plumbing: (Refer to Exhibit C.62 Plumbing Checklist & Exhibit C.90 for the full checklist of compliance).

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Exhibit C.100: 100% Construction Document (CD) Submittal Checklist Cont'd.

- 16. Final Fire Protection: (Refer to Exhibit C.90 for the full checklist of compliance).
- 17. Final Structural Checklist (Refer to Exhibit C.90 for the full checklist of compliance).

Other Information

- Submit the checklist to CDA's designated representative with ALL submittal items attached. Incomplete submittals will be returned unprocessed to the Architect with notification to the tenant. Incomplete submittals may cause a delay to the project schedule.
- This signed checklist shall be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.
-

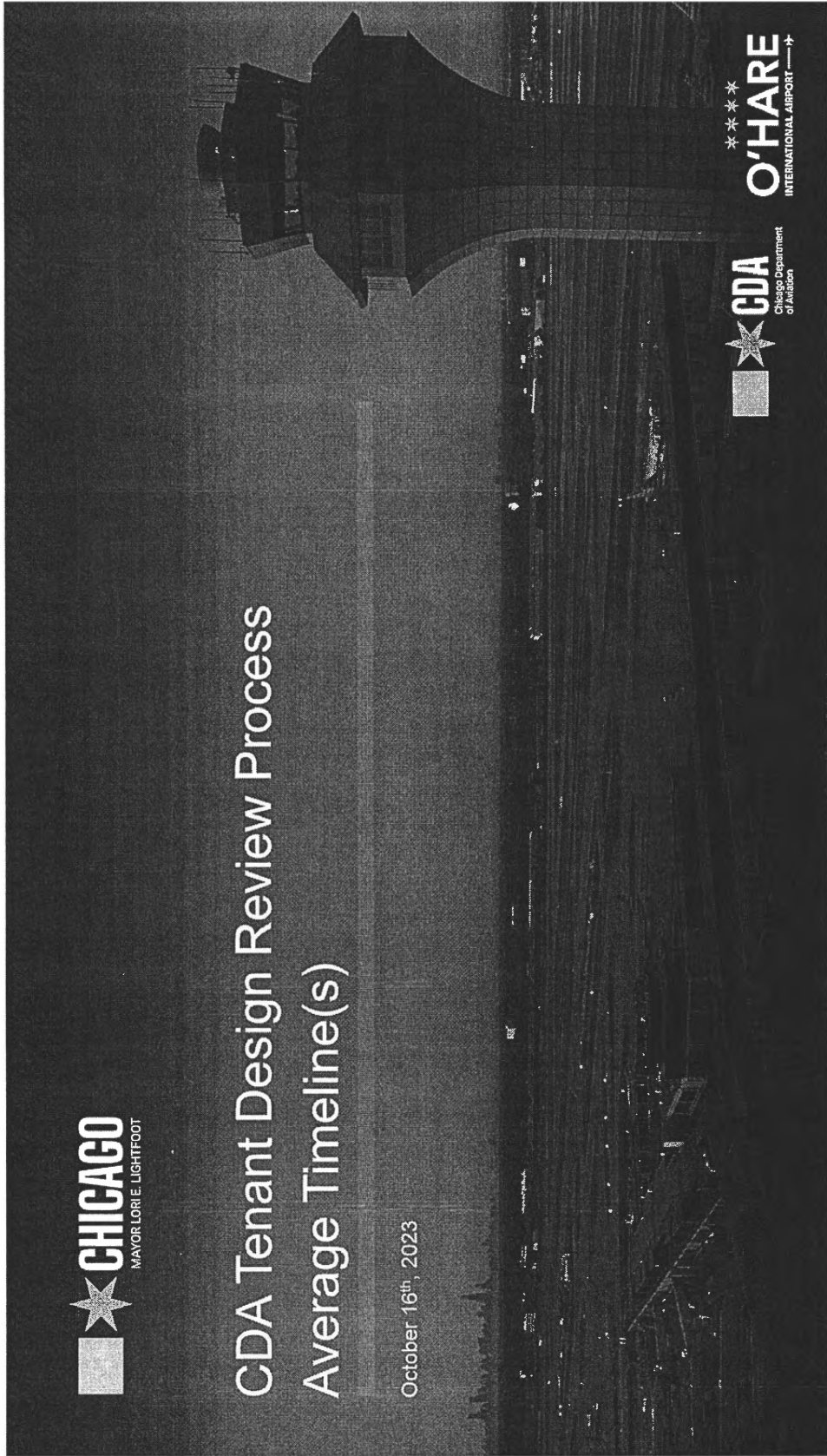
Architect of Record (AOR) signature of review:


Name	Date	Firm



Exhibit CE-1: Development Process Overview Average Timeline


Form can be found on the following page:




 **CHICAGO**
MAYOR LORIE LIGHTFOOT

**CDA Tenant Design Review Process
Average Timeline(s)**

October 16th, 2023

 **CDA**
Chicago Department
of Aviation

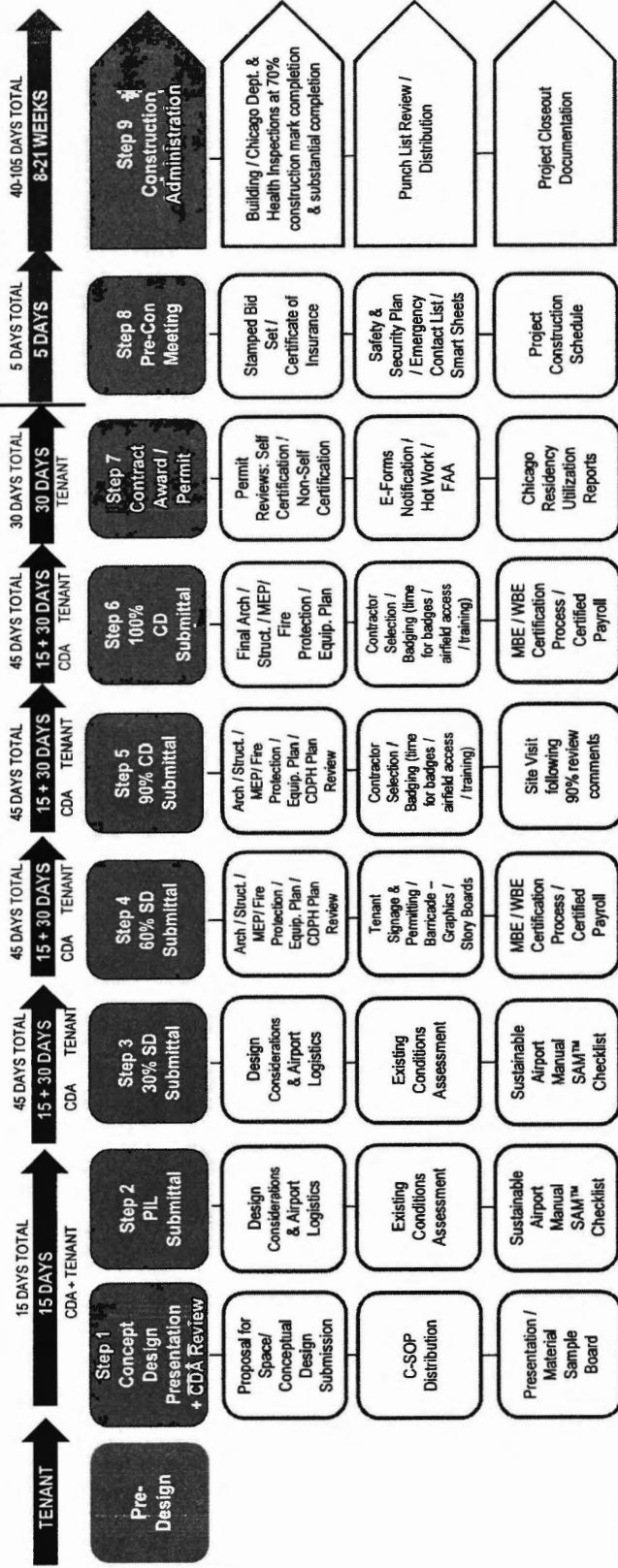
 **O'HARE**
INTERNATIONAL AIRPORT →

TENANT DEVELOPMENT PROCESS

[Total Avg. timeline +/- 270-335 Business days / 54-67 weeks / 12-16 months]

[Avg. timeline +/- 225 Business days / 45 weeks / 10-11 months]

[Timeline +/- varies dependent on Tenant]



Note: Steps 3 - 6: CDA Design Review Typically Requires 15 Business days | Tenant Architect Response time is a maximum 30 Business days after CDA comments received (response to review comments) - this may be shorter based on tenant response duration.



DEVELOPMENT PROCESS – TYPICAL TRACK

[Total Avg. timeline +/- 270-335 Business days / 54-67 weeks / 12-16 months]

	Design Phase [Avg. timeline +/- 10.5 months]			Construction Phase [Avg. timeline +/- varies]		TOTAL DEVELOPMENT DURATION Normal Track
	Pre - Design Phase	Design Phase	Permitting	Construction Phase	Construction Phase	
Retail	TBD	195 Days / 10.5 Months	30 Days	45 days		+/- 270 Business Days / 12 Months
Food & Beverage	TBD	195 Days / 10.5 Months	30 Days	110 days		+/- 335 Business Days / 16 Months

Notes:

1. Steps 3 – 6: CDA Design Review Typically Require 15 business days. Review times may vary pending CDA review team availability and project complexity.
2. Tenant Architect Response time is a maximum 30 business days after CDA comments received (response to review comments) – this may be shorter based on tenant response duration
3. All Days are Business Days: Assumed 5 business per week and 4 weeks per month.
4. Construction Phase based off MDW Concessions Redevelopment average benchmarks for Retail and F&B locations for construction durations
5. All Permitting durations are per Department of Buildings
6. All construction durations are contingent on Tenant Construction





Exhibit D: Pre-Construction Meeting Checklist

The following indicates the minimum requirements of the Concessionaire Pre-Construction Meeting (incomplete submittals may delay your project schedule):

- 1) Pre-Construction Form (See Exhibit D.1 & D.2)
- 2) Building Permit (See Exhibit D.9), and any other required city, state, and federal permits
- 3) PDF of the stamped, approved building
 - a. PDF of approved Barricade and Graphic Plan (See Exhibit D.20) (not included here)
 - b. Barricade layout to be taped out at the site and schedule a meeting with the CDA team including the CDA security team for review.
 - c. Photos of the Barricade tape line reviewed by CDA.
- 4) 100% design submittal response to comments
 - a. CDA 100% Document Review Comments spreadsheet with completed responses by Concessionaire's architect/engineer
- 5) Concession's Compliance Plans – Concessionaire & General Contractor (See Exhibits E.4 & E.7)
- 6) Safety and Security Plan (See Exhibit D.6)
 - a. The name of the safety manager and copies of the safety manager's Resume, OSHA Card, AED/CPR and training credentials.
 - b. Provide Site Specific Safety Plan
 - c. Provide a Job Hazard Analysis Plan
 - d. Provide Incident Notification Plan
 - e. Impact to CDA security and TSA Approval (See Exhibit D.3) (If applicable)
 - f. Provide any other documentation as required by the CDA Construction Safety Manual
- 7) Proof of Employee (See Exhibit D.10 & D.11)
- 8) Operations Plan
 - a. Material Delivery and Debris Removal (See Exhibit D.18)
 - b. Post and Loading Dock Location (See Exhibit D.12- D.17)
 - c. Elevator Matrix and Maps (See Exhibits D.14 - D.17)
 - d. Vehicle access form (if required) (See Exhibit CE-10 for reference only)
- 9) Utility Plan
 - a. ComEd Load Letter and/or Proof of ComEd Application (See electrical requirements Exhibit C.61 for reference only)
 - b. Proof of People's Gas Service Application



Exhibit D: Pre-Construction Meeting Checklist Cont'd.

- 10) Identify storage requirements, including any additional space request for storage beyond the designated LOD.
- 11) Overall Project Schedule & Three (3) Week Load Ahead Schedule

Following the Pre-Construction Meeting: [EFORMS - Login \(chicago.gov\)](#)

- a. Project start-up: Submit following completion of the pre-construction meeting.
- b. Hot work: Required if welding or torch cutting.
- c. Coring or drilling: X-Ray or scan to be submitted via e-form.
- d. Crane Use: FAA approved 7460 Form (See
- e. Exhibit CE-5 for reference only) (if applicable)
- f. **** The FAA approval process takes approximately 60- 90 days to complete;** therefore, if any rooftop crane work is intended, coordinate the FAA approval process in advance.
- g. Any other potential impacts on airport operations

[EFORMS - Login \(chicago.gov\)](#) Allow 3 business days for processing.

Refer to the Quick Reference Guide posted under the Help menu on the website for more information.

System Shutdowns at Terminals 1, 2, and 3, contact H&R Monitor Room 773-686-2248

System shutdowns at Terminal 5, contact 24-hour dispatch at 773-864-2060.

Follow the CDA fire protection shutdown procedure.

Other Information

- For all construction projects, the Concessionaire is required to submit a Notice to Airport User Form (see C-SOP Section 5.0).
- Incomplete submittals may cause a delay to the project schedule.



Exhibit D.1: O'Hare International Pre-Construction Meeting Form

Form can be found on the following page:



ORD PRE-CONSTRUCTION MEETING FORM - CONCESSION PROJECTS

CDA PROJ. NO. TH Include CDA Proj. No. on all correspondence MEETING DATE

PROJECT TITLE

SCOPE OF WORK

CHECK ALL ACTIVITIES THAT APPLY TO THE SCOPE OF WORK

- Plumbing, Electrical Work, HVAC, Fire Protection, Roof/Exterior Wall Penetration, Signage, Data/Telecom, BMS, Excavation, Security/Controlled Access

1. GENERAL CONTRACTOR Superintendent Subcontractors

Notify CDA of any changes or substitutions within 48 hrs of new subcontractor starting work

2. SAFETY: All work must comply with Airport Construction Safety manual (CAS)

Contractor's On-Site Safety Professional Phone

Submit to CDA Safety for review/approval: Safety Professional's resume with 3 yrs experience, 30 Hr OSHA card, AED/CPR card, Site Specific Safety Plan/Job Hazard Analysis, Incident Notification Plan

Injury reporting to CDA Safety is required within 24 hours of incident

Hot Work Permit? Yes No Submit E-Form for any hot work and attach copy of permit

Contacts: O'Hare Emergency: 773-894-9111, Non-Emergency: 773-894-5000, Chgo Fire Dept. at O'Hare 773-686-2244, CDA Safety 773-686-2397

3. PROJECT MANAGEMENT: CDA Project Architect - Christian Dillon-Duque 773-894-3916 or Efrain Fabian 773-894-3918

CDA Tenant Coordinator Submit weekly status reports to CDA Tenant Coordinator

Tenant PM Phone Tenant CM Phone

4. DESIGN REVIEW AND PERMITTING

- Response to CDA 100% design review comments submitted? Copy of permit drawings from Chicago Dept. of Bldgs provided? SAM (Sustainable Airport Manual) checklist submitted?

Bldg. Permit No. EPA Permit No. Electrical Permit No. Call CDA Electricians 773-686-2224 prior to construction.

Rough and final inspections with building inspector's sign-off are required. Submit copy with E-Form close-out

- Sign Permit? New Water Meter? New Electrical Meter?

5. SCHEDULE, HAUL ROUTE AND STAGING

Start Date Completion Date

Select all work days: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Day Hrs : : AM to : : PM Night Hrs : : PM to : : AM

Any work which is noisy, odorous or disruptive to others will not be scheduled during the day.

Delivery Route

Employee Parking/Staging Area

Install barricades? Yes No *Provide barricade plan, elevation & graphics to CDA prior to meeting for review. Install per CDA standards.*

On-Site Dumpster? Yes No Dumpster Location
Keep dumpster covered at all times to prevent FOD.

Certificate of Insurance submitted to CDA? Yes No *City of Chicago and its designated representatives must be additionally insured. Limits shall be per lease agreement.*

6. UNDERGROUND WORK: Contractor is responsible for underground locates

Utility Dig Book Status

7. E-FORMS: NOTICE TO AIRPORT USERS FORM - <https://eforms.cityofchicago.org> Allow 3 business days for processing.

Submit electronically for project start-up, interruptions, shutdowns, hot work, coring, crane use and any other potential impacts on airport operations. Refer to the Quick Reference Guide posted under the Help menu on the website for more information.

System shutdowns at domestic Terminals 1, 2 and 3, contact H&R Monitor Room 773-686-2248

System shutdowns at the International Terminal 5, contact 24 hour dispatch 773-864-2060

Follow the CDA fire protection shutdown procedure.

8. SECURITY: Compliance with Airport Security is mandatory - keep jobsite secure.

Any impacts on TSA/Security? Yes No *If so, coordinate with CDA Security directly. TSA amendment may be required.*

G.C is badged for O'Hare? Yes No N/A - landside

List subcontractors to be escorted by G.C

9. AIRSIDE OPERATIONS 773-686-2255 - call for crane use and airside escorts.

FAA 7460 Form submitted? Yes No N/A - no impacts Case No. Max Equip. Hgt.

10. GENERAL COMMENTS AND NOTES

Keep jobsite clean - Throw away trash and remove from site for rodent control. Provide walk-off mats to prevent tracking dirt and dust control.

Floor/wall coring - Scan floor to identify obstructions. Fire caulk all penetrations

Comments:

11. CONCESSIONS ONLY - Provide Compliance Plan

12. PROJECT COMPLETION - Tenant CM to notify CDA Tenant Coordinator to schedule the Project Completion Walkthrough

Tenant to submit all close out documentation to CDA within 90 days of the Project Completion Walkthrough

Close E-Forms: All E-Forms require closeout - enter completion date and any relevant documents, i.e. electrical inspector's sign-off.

To closeout the Project Startup E-Form:

- a. Enter dates for substantial completion, punchlist walkthrough and red-line drawings.
- b. Provide copy of signed permit for rough and final inspections
- c. Attach red line drawings for As-Builts

***Please refer to the CDA's Standard Operating Procedure for "Tenant Design, Renovation and Construction" for all project requirements**



Exhibit D.2: Midway International Pre-Construction Meeting Form

Form can be found on the following page:



MDW PRE-CONSTRUCTION MEETING FORM - TENANT PROJECTS

CDA PROJ. NO. [] Include CDA Proj. No. on all correspondence MEETING DATE []

PROJECT TITLE []

SCOPE OF WORK []

CHECK ALL ACTIVITIES THAT APPLY TO THE SCOPE OF WORK

- Plumbing, Electrical Work, HVAC, Fire Protection, Roof/Exterior Wall Penetration, Signage, Data/Telecom, BMS, Excavation, Security/Controlled Access

1. GENERAL CONTRACTOR [] Phone []

Superintendent [] 24 hr. phone []

Subcontractors []

Notify CDA of any changes or substitutions within 48 hrs of new subcontractor starting work

2. SAFETY: All work must comply with Airport Construction Safety manual (CAS)

Contractor's On-Site Safety Professional [] Phone []

Submit to CDA Safety for review/approval: [] Safety Professional's resume with 3 yrs experience [] 30 Hr OSHA card [] AED/CPR card [] Site Specific Safety Plan/Job Hazard Analysis [] Incident Notification Plan

Injury reporting to CDA Safety is required within 24 hours of incident, 773-838-0656 MDW Command Center (MCC)

Hot Work Permit? [] Yes [] No Submit E-Form for any hot work and attach copy of permit

Contacts: MDW Emergency 773-838-9111, Chicago Fire Dept. at MDW 773-838-4004, CDA Safety 773-838-0663

3. PROJECT MANAGEMENT: CDA Project Architect - Niels De Vita 773-838-0627 or Christian Dillon-Duque 773-894-3916

CDA Tenant Coordinator [] Submit weekly status reports to CDA Tenant Coordinator

Tenant PM [] Phone [] Tenant CM [] Phone []

4. DESIGN REVIEW AND PERMITTING

- Response to CDA 100% design review comments submitted? [] Yes [] No
Copy of permit drawings from Chicago Dept. of Bldgs provided? [] Yes [] No
SAM (Sustainable Airport Manual) checklist submitted? [] Yes [] No [] N/A - per CDA review

Bldg. Permit No. [] EPA Permit No. [] Electrical Permit No. [] Call CDA prior to construction. Ricardo Gaspar 773-838-0634 or Felipe Najjar 773-838-0619

Rough and final inspections with building inspector's sign-off are required. Submit copy with E-Form close-out

- Sign Permit? [] Yes [] No Submit copy of sign application to CDA
New Water Meter? [] Yes [] No Provide copy of meter number with E-Form close-out
New Electrical Meter? [] Yes [] No Provide copy of meter number with E-Form close-out. Provide copy of ComEd application at Pre-con

5. SCHEDULE, HAUL ROUTE AND STAGING

Start Date Completion Date

Select all work days: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Day Hrs to Night Hrs to

Any work which is noisy, odorous or disruptive to others will not be scheduled during the day.

Delivery Route

Employee Parking/Staging Area

Install barricades? Yes No *Provide barricade plan, elevation & graphics to CDA prior to meeting for review. Install per CDA standards.*

On-Site Dumpster? Yes No Dumpster Location
Keep dumpster covered at all times to prevent FOD.

Certificate of Insurance submitted to CDA? Yes No *City of Chicago and its designated representatives must be additionally insured. Limits shall be per lease agreement.*

6. UNDERGROUND WORK: Contractor is responsible for underground locates

Utility Dig Book Status

7. E-FORMS: NOTICE TO AIRPORT USERS FORM - <https://eforms.cityofchicago.org> Allow 3 business days for processing.

Submit electronically for project start-up, interruptions, shutdowns, hot work, coring, crane use and any other potential impacts on airport operations. Refer to the Quick Reference Guide posted under the Help menu on the website for more information.

**System shutdowns at the Terminals: contact City Operations 773-838-0677
Follow the CDA fire protection shutdown procedure.**

B. SECURITY: Compliance with Airport Security is mandatory - keep jobsite secure.

Any impacts on TSA/Security? Yes No *If so, coordinate with CDA Security directly. TSA amendment may be required.*

G.C is badged for O'Hare? Yes No N/A - landside

List subcontractors to be escorted by G.C.

9. AIRSIDE OPERATIONS 773-838-0677 - call for crane use and airside escorts.

FAA 7460 Form submitted? Yes No N/A - no impacts Case No. Max Equip. Hgt.

10. GENERAL COMMENTS AND NOTES

Keep jobsite clean - Throw away trash and remove from site for rodent control. Provide walk-off mats to prevent tracking dirt and dust control.

Floor/wall coring - Scan floor to identify obstructions. Fire caulk all penetrations

Comments:

11. CONCESSIONS ONLY - Provide Compliance Plan

12. PROJECT COMPLETION - Tenant CM to notify CDA Tenant Coordinator to schedule the Project Completion Walkthrough

Tenant to submit all close out documentation to CDA within 90 days of the Project Completion Walkthrough

Close E-Forms: All E-Forms require closeout - enter completion date and any relevant documents, i.e. electrical inspector's sign-off.

To closeout the Project Startup E-Form:

- a. Enter dates for substantial completion, punchlist walkthrough and red-line drawings.
- b. Provide copy of signed permit for rough and final inspections
- c. Attach red line drawings for As-Builts

***Please refer to the CDA's Standard Operating Procedure for "Tenant Design, Renovation and Construction" for all project requirements**



Exhibit D.3: Impact to CDA Security and TSA Approval

The Concessionaire must notify the CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area/airside, access control door, camera, alarm, or supporting hardware.

If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than (60) days require a TSA Change Condition, and conditions lasting (60) days or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to (45) days. Information on scope will be required by the Tenant to assist CDA Security with the process.

The costs to move existing security devices, including cameras, is at the sole discretion of the CDA, and may be the responsibility of the Concessionaire dependent on the device location, impacts to the building security operation, and timing related to the scope of work.

Further, any modification to the base-building PA system must be reviewed by CDA Security and additional speakers and or replacement speakers may be required to be integrated into the Concessionaire lease space.



Exhibit D.4: Certificate of Insurance (COI) (Image shown for reference)

All city contractors and subcontractors must provide a copy of the COI indicating "The City of Chicago and all of its designated representatives" as additional insured. Insured amounts should match requirements dictated in the Concessionaire's / Tenant's lease/license documents. Insurance required of Subcontractors: Tenant and/or Contractor must name Subcontractor(s) as a named insured(s) under Tenant and/or Contractor's insurance or Tenant and/or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance. Insured coverage amounts should match outlined requirements dictated per Concessionaire / Tenant or Sub-Tenant lease/License documents.

ACORD CERTIFICATE OF LIABILITY INSURANCE form with sections for CONTRACT, PRODUCER, INSURED, COVERAGES, and CANCELLATION.

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Exhibit D.5: For Future Expansion



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Exhibit D.6: Safety and Security Plan

Safety Manager (more information on safety manager responsibilities is on Page 5 of the CSM Manual)

<https://www.flychicago.com/business/opportunities/build/Pages/StandardsManuals.aspx>

Responsibilities are to be solely limited to safety-related functions. A safety waiver request may be submitted to the Commissioner of Concession and CDA Safety for those projects with limited scope and duration.

- Safety Manager Credentials" (resume) with a Minimum of three (3) years of verifiable construction project safety experience with written Responsibilities of Safety manager.
- OSA thirty (30) Hour Course Certification.
- Current First Aid / CPR Certification.
- Onsite 100% of the time when work is in progress. 2nd Shift means at least two safety Personnel are required. This includes weekend work.

Responsibilities of Safety Manager

- Develop Site Specific Safety Program
- Develop Emergency Procedures
- Develop Job Hazard Analysis
- Provide site-specific safety orientation.
- Monitor work for safety compliance.
- Document safety issues and corrective actions.
- Incident / Injury Reporting
- Provide training to employees.
- Prepare and deliver weekly toolbox safety meetings and maintain records on-site for review if requested.
- Be available to accompany CDA Safety Personnel for on-site audits.

See the Chicago Airport System Construction Safety Manual for additional Contractor responsibilities and requirements which will be provided electronically.

Site-specific safety plan in the form of a Job Hazard Analysis

- JHA is to be developed for each and every portion of the work.
- Workers are to be made aware of job hazards and their remedies.
- Use CAS Manual as a reference for requirements.
- All JHAs are required to be maintained on site.

Hot Work Procedures

- Hot Work is torch cutting, burning, welding, open flame or any other spark producing activity.
- Hot Work Procedure is to be developed if hot work is part of the project's construction work.
- Contractor Hot Work Permit is to be submitted with "CDA User Form."
- The contractor is to issue daily (shift) hot work permits for each hot work.
- Each hot work is to have a trained fire watch equipped with a fire extinguisher assigned to each hot work activity.
- Fire watchers must continue for up to 2 hours following the completion of the hot work activities.

Weekly Toolbox Safety Meeting

- All project workers are required to attend a weekly safety meeting.
- Project safety issues shall be discussed.
- Minutes of the meetings shall be maintained on site for review at the request of CDA Safety Personnel

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Exhibit D.6: Safety and Security Plan Cont'd.

Inspections

- Safety Inspections of the jobsite is a continuous process.
- Inspections shall be documented at least weekly.
- Inspection reports shall be maintained on site for review at the request of CDA Safety Personnel.

Injury / Incident Plan & Reporting

- Emergency Response is handled through O'Hare Communication Center ("OCC".)
Telephone number 773-894-9111 (Refer to exhibit D.7)
- Emergency Response is handled through Midway Communication Center ("OCC".)
Telephone number 773-838-0656 (Refer to exhibit D.8)
- Injury / Incidents require immediate notification per your Incident Notification Plan (D.7 & D.8)
- Emergency Contacts: Refer to the emergency contact list for key contact information.
- Detailed Injury / Incident Reports must be submitted within 24 hours.

Exhibit D.7: O'Hare International Incident Notification Plan

An electronic form can be found here:

<https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

Exhibit D.8: Midway International Incident Notification Plan

An electronic form can be found here:

<https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>



Exhibit D.9: Building Permit (Image is shown for reference only)

City of Chicago

Department of Buildings - Permits

Building Permit

Permit No. 100670255

Issued 10/31/2016

For Work at: 10000 W OHARE AIRPORT

Description of permitted work:
 INTERIOR ALTERATIONS TO EXISTING DUNKIN' DONUTS KIOSK SPACE AT OHARE AIRPORT, TERMINAL 3.
 CONCOURSE HK: CDA PROJECT #TH1420.16-60. ALL WORK AS PER PLANS.

In an Emergency Contact: HARESH PATEL (773)262-4561

Owner:
 AJ PATEL FOOD SERVICE
 3132 W. DEVON AVE.
 CHICAGO, IL 60659
 (312)375-5236 x

Contractor:
 WALTER DANIELS
 CONSTRUCTION CO
 6316 NO. NORTHWEST HIGHWAY
 CHICAGO, IL 60631-
 (773)775-0170 x

Ruben Emanuel
 Ruben Emanuel
 Mayor

Judith Frydland
 Judith Frydland
 Commissioner

Fees Paid and Application Submitted for Review on: 09/29/2016

Permit Issued on: 10/31/2016

Total Permit Processing Time: 41 days

Time for City Review: 16 days

Time With Applicant for Document Submittal and Concessions: 25 days

Permit must be displayed on job site at all times. Permit is NOT transferable. Plans must be kept on site during construction. Any changes in contractor or deviation from approved plans must be approved by the Department of Buildings. Permit may be revoked for violation of any of the above provisions and/or all other applicable laws.

Note: Include copies of the front and back of the permit showing all inspection dates, city inspector comments, and approvals when submitting Close-Out Documents.



Exhibit D.10: Badging Procedures and Requirements

Construction companies contracted to perform work must follow procedures listed below:

CDA's Point of Contact (CDA POC) will approve and sign for badges for each general contractor and their subcontractors for concession-related construction projects. Contractors' badges will be valid only for the duration of the assigned project. All construction personnel must either be badged or accompanied by someone with escort privileges. People with escort privileges have green badges with an "E" designator, and those with blue badges. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a person with escort privileges.

Requests for escort privileges are processed and approved by the CDA POC and the ID Badging Office based on TSA guidelines and regulations and City ordinances and regulations. Escort privileges are granted only to those who must bring unbadged personnel or vendors to a secured area in order to conduct company business. Individuals performing escort duties must remain in close proximity to the person being escorted. An individual performing escort duties may not escort more people than he or she can continuously control, monitor, and respond to while maintaining direct oral communication. Any persons issued, but not in physical possession of their badges, shall not under any circumstances be escorted into any portion of a secured area.

Please call the O'Hare Badging Office at 773-686-6487 or the Midway Badging Office at 773-838-0678 if you have any questions. The procedures for ID Badging Concessionaires' Contractors are as follows:

1. The Concessionaire will be required to provide a letter to the CDA POC, on Concessionaire letterhead, listing the general contractor and subcontractors that will require badging and anticipated dates to complete the project. The contractor(s) are not permitted to perform work for any company other than the company that has sent an authorization letter to Unison. The letter should include:
 - Complete listing of all construction companies (active badge holders and those requesting badges)
 - Project manager/coordinator
 - Indicate companies requiring badges.
 - Anticipated period of time to complete the project (include the start and end dates)
 - Names of superintendent and on-site safety inspector
 - Site location(s)

2. The contractor must complete the Employer Information and Authorization Form (see Exhibit D.11). This form must be signed by a president, owner, or senior executive officer of the company and will authorize an individual(s) to sign all employee badge forms as the company signatory. The Company form authorizes all approved companies to operate on airport property. All companies assigned for the duration of the project, whether in possession of, or requiring badges, MUST complete a Company form per the Chicago Department of Aviation in order to work in the concessionaire's space.

The contractor will assign a signatory to be responsible for all regulations that link their company and the ID Badging and Access Control System. This person(s) will be designated to represent the company in all matters pertaining to ID Badging and access control, including signing the ID Badge applications (badge

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Exhibit D.10: Badging Procedures and Requirements Cont'd.

assignment is based on responsibilities and duties). The designated Signatories must attend the Signatory Certification Training Course. This course is offered twice a month, the first and third Wednesday by Compliance Department, ID Badging.

3. Construction personnel requiring a badge must complete an online Access Control and Photo ID Badge Application, which is approved by the authorized signatory and returned to the CDA POC, along with supporting documentation that provides information on the applicant's living status - Certification of Naturalization, Permanent Residence card, Social Security card, U.S. Passport, Birth Certificate, Department of Human Services paperwork.
4. Badging: Anyone requiring daily access to the airport and/or the airfield, non-secure and secure areas must obtain a badge.
 - A purple or green badge is issued to complete the scope of work.
 - As CDA's tenant, the CDA POC will approve and sign ID Badging applications and return to designated personnel. Applications will be rejected if corrections are needed or required documentation is omitted.
5. Based on an evaluation of the application and the results of a fingerprint-based Criminal History Records Check and Security Threat Assessment by TSA, the ID Badging Office will decide whether to issue a badge; this process generally takes 7-10 business days.
6. After the contractor receives a faxed notification that an employee may obtain a badge, the employee will then report to the ID Badging Office with the proper identification. The employee must also produce the issued fingerprint receipt in order to receive his/her badge.
7. Construction projects requiring airfield access must be approved prior to construction. To apply for authorization of a vehicle allowing access to the airfield, complete CDA's Vehicle Access form – AIRFIELD (See Exhibit D.18). These forms must be approved and signed by the CDA POC, then submitted to the Office of Compliance, ID Badging for vehicle permit(s). If approved, the process will take approximately 48 hours for permits to be issued. Requests are processed Monday, Wednesday and Friday. Automobile Liability Insurance is required and the combined single limit (each occurrence) for airfield access is \$5,000,000.
8. Individuals driving on the airfield are required to take a driving test and must be familiar with the "Ground Motor Vehicle Operation Regulations Manual". All information, including online registration for the Driver's Training 303/329 Class and Training Application Form, may be found at [FAA Guide to Ground Vehicle Operations](#)



Exhibit D.10: Badging Procedures and Requirements Cont'd.

9. Upon termination of an employee, the contractor will be responsible for completing the required termination paperwork and collecting and returning the ID badges to the Office of Compliance. The contractor must make every effort to collect the badge, complete the required termination forms, and submit the paperwork and badge to the Compliance Division of ID Badging within 24 hours of termination of the employee. Please note that the City may impose substantial fines on a contractor if badges are not promptly returned. These fines increase daily, as each day that a badge is not returned, is considered a separate violation.

Link to Badging form see below:

<https://badging.flychicago.com/SiteCollectionDocuments/form/CDAEmployerInformationandAuthorizationForm.pdf>



Exhibit D.11: Employer Information and Authorization Form

An electronic form can be found here:

[Employer Information and Authorization Form](#)

Form can be found on the following page:



EMPLOYER INFORMATION AND AUTHORIZATION FORM

City of Chicago Department of Aviation Safety & Security Office of Compliance

Date:

Month/Day/Year

New

Update

Form with sections: COMPANY INFORMATION, TYPE OF COMPANY/PROOF OF COMPANY LEGAL STATUS, PRESIDENT, OWNER OR SENIOR EXECUTIVE LEVEL MANAGER RESPONSIBLE FOR BADGING OVERSIGHT, PRIMARY SIGNATORY CONTACT

The following individuals are authorized to sign Security Access Identification Badge Applications:

Table with 2 columns and 2 rows for authorized signatories, including fields for Name, Signature, Email, Mobile Phone, and Badge#.

I hereby certify that I am a tenant for the above-mentioned company. I understand that I must supervise and provide written authorization for all ID badging and Access Control transactions for their sub-tenants, employees, contractors, and vendors.

Tenant Authorization section with fields for Printed Name, Signature, Company, and CDA Processed By.

Signature and Date fields for the certifying individual.



Exhibit D.12: O'Hare International Airport Post and Loading Dock Location

An electronic form can be found here:

- <https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

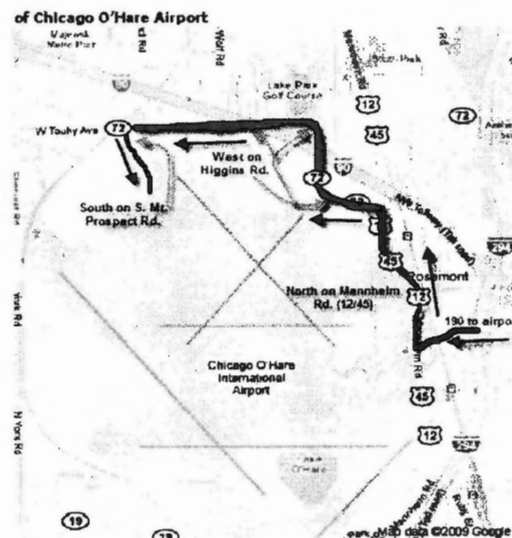
DIRECTIONS TO POST 1:

- Take 1-90 to O'Hare Airport.
- Turn right (north) on Mannheim Rd. (Route 12 / 45)
- Turn left (west) on Higgins Rd. and keep left following the airport perimeter. Higgins Rd. will be Touhy Ave.
- Pass South Wolf Rd. and turn left on South Mt. Prospect Rd.
- When you arrive at the Post 1 checkpoint, you may have to wait until security comes to escort you to your pick up/delivery area (usually a yellow pickup truck.) The escort will remain until your pick up/delivery ends and will escort you back to Post 1.

For security purposes, all tenant delivers must be made between the hours of 10:00 p.m. and 6:00 a.m.

- Please minimize the time for loading and unloading (if possible, less than one hour.)

(Image is shown for reference only):



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Exhibit D.12: O'Hare International Airport Post and Loading Dock Location Cont'd.

DIRECTIONS TO POST 7 LANDSIDE DELIVERY:

- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked at the Chicago Police checkpoint.
- Stop at guard shack and tell them you are making a delivery to Post 7. Your vehicle may go through screening by CDA Safety & Security and dogs. Call security at 773-686-2255 and tell them where you are.
- From there you will be directed into the inner roadway to access the Post 7 checkpoint which is located on the lower level (arrivals), just beyond Terminal 1, attached to Terminal 2.
- Post 7 is accessed at the side entrance of Terminal 2 main building.
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.

DIRECTIONS TO POST 7 WITH AIRFILED ESCORT TO FREIGHT ELEVATORS IN TERMINAL 1:

- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked by CDA Safety and Security at the checkpoint booth.
- Stop at guard shack and tell them you are making a delivery to Post 7. Your vehicle may go through screening by the police and dogs. Call security at 773-686-2255 and tell them where you are.
- From there you will be directed into the inner roadway to access the Post 7 checkpoint which is

NOTE: For Post 7 access, be sure to have an "Airfield Escort Request Form" in your possession.

located on the lower level (arrivals), just beyond Terminal 1, attached to Terminal 2.

- Tell Post 7 security that you are waiting for an escort (yellow pickup truck) when it shows up, you will be able to access the airfield.
- Depending on your request form, you will either be taken to B4, which is directly across from the access gate, or to the C-Concourse, C20 freight.
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.



Exhibit D.12: O'Hare International Airport Post and Loading Dock Location Cont'd.**DIRECTIONS TO POST 9 SMALL DELIVERIES:**

- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked by CDA Safety and Security at the checkpoint booth.
- Stop at the guard shack and tell them you are making a delivery to Post 9. Your vehicle may go through screening by CDA Safety & Security and dogs.
- From there you will be directed to the inner roadway to access the Post 9 checkpoint, which is located on the lower level at the beginning of Terminal 3.
- All products are then brought upstairs through the freight elevator and then checked at the vendor checkpoint.



Exhibit D.13: Midway International Airport Post and Loading Dock Location

An electronic form can be found here:

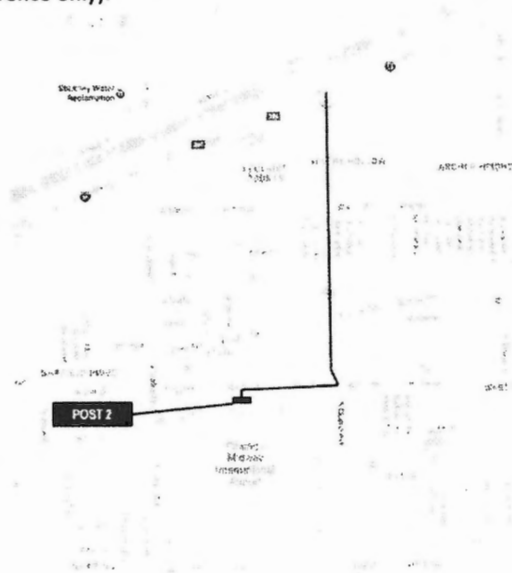
- <https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

DIRECTIONS TO POST 2:

- Take I-55 to Midway International Airport
- Take Exit 286 and turn south on Cicero Avenue
- Turn right (west) on W 55th Street and drive approximately 0.5 miles.
- Turn left (south) on S Laramie Avenue and keep right until arrival at Post 2 point.
- When you arrive at the Post 2 checkpoint, you may have to wait until security comes to escort you to your pick up/delivery area (usually a yellow pickup truck.) The escort will remain until your pick up/delivery ends and will escort you back to Post 2.
- Note: Please minimize the time for loading and unloading (if possible, less than one hour)

***For security purposes, all tenant deliveries must be made between the hours of 10:00 p.m. and 4:00 a.m.
For Post 2 access, be sure to have an "Airfield Escort Request Form" in your possession.***

(Image is shown for reference only):



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Exhibit D.14: O'Hare International Airport Elevator Matrix

An electronic form can be found here:

- <https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

(Image is shown for reference only):

O'HARE ELEVATOR MATRIX							
Location		Door			Inside Platform with No Obstructions		
Concourse	Elevator No	Width	Height	Configuration	Width	Depth	Height
T1B	425B / 21F	9'-9"	8'-0"	Open Both Ends &	10'-6"	19'-0"	8'-0"
	(Gate "B"4)			Bi-Parting			
T1C	802B / 31F	9'-0"	8'-0"	Bi-Parting	12'-0"	20'-0"	9'-0"
T2	53F	6'-0"	7'-0"	Center	8'-5"	7'-0"	7'-0"
T3	83F	6'-0"	7'-0"	Side Slide	8'-5"	7'-0"	7'-0"
T5	9	6'-0"	7'-0"	Pass thru - ends	8'-0"	8'-0"	8'-0"
T5	10	6'-0"	7'-0"	Pass thru - ends	8'-0"	8'-0"	8'-0"



Exhibit D.15: O'Hare International Airport Site Map Matrix

An electronic form can be found here:

- <https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

(Image is shown for reference only):

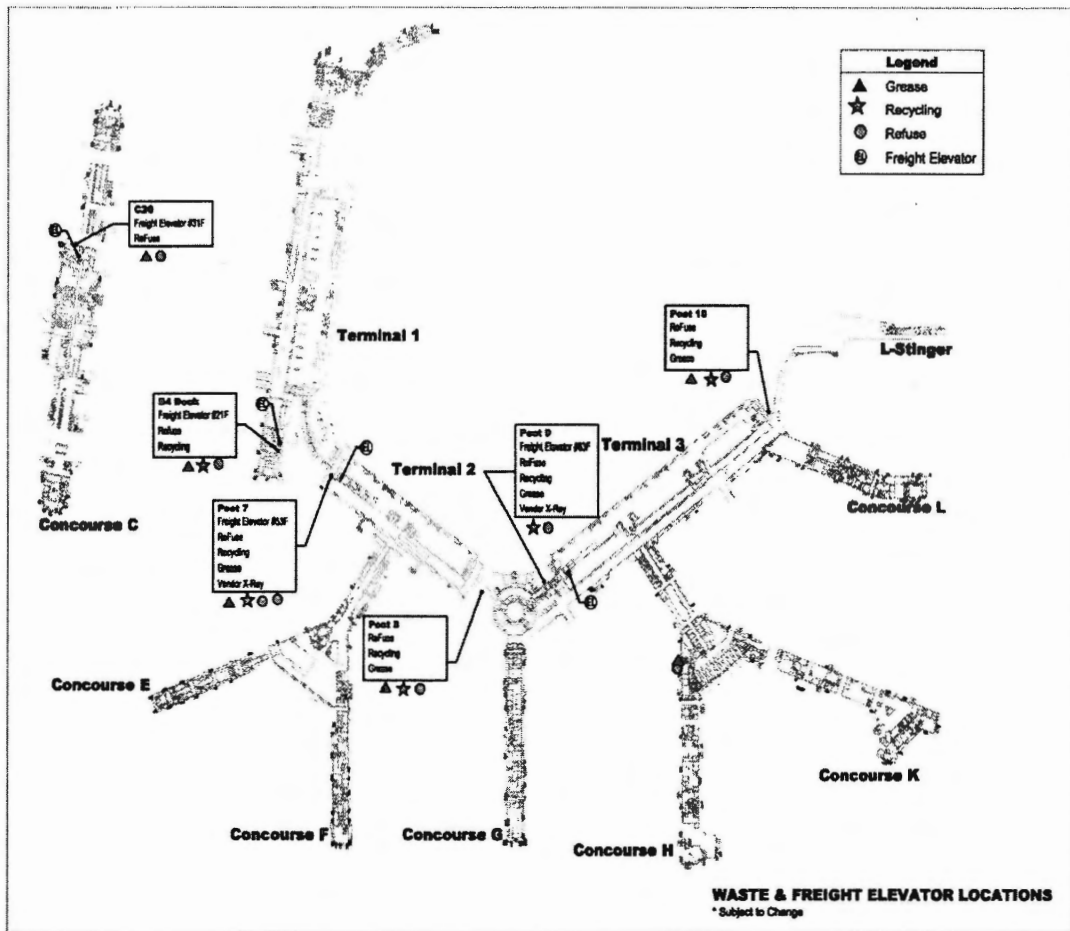
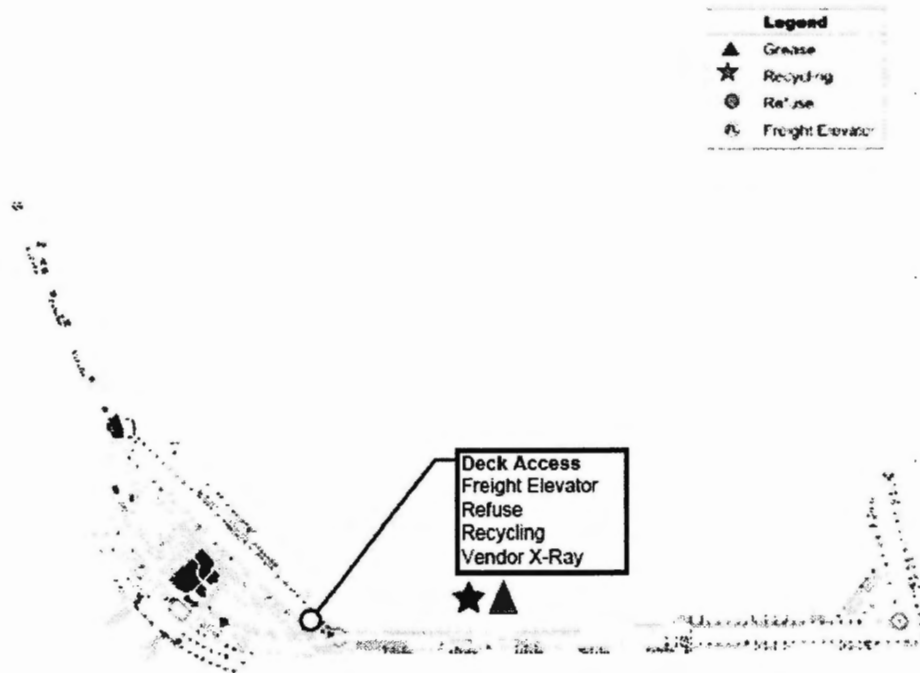




Exhibit D.15: O'Hare International Airport Site Map Matrix (Image is shown for reference only) Cont'd.



Terminal 5

WASTE & FREIGHT ELEVATOR LOCATION

*Subject to change



Exhibit D.16: Midway International Airport Elevator Matrix

An electronic form can be found here:

- <https://www.flychicago.com/business/opportunities/build/Pages/ContactsMaps.aspx>

(Image is shown for reference only):

MIDWAY ELEVATOR MATRIX							
Location		Door			Inside Platform with No Obstructions		
Concourse	Elevator No	Width	Height	Configuration	Width	Depth	Height
A	EL-27-11	4'-0"	7'-4"	Both Ends / Side Slide	6'-0"	9'-7"	8'-4"
A	EL- 08-01	4'-0"	7'-4"	Side Slide	6'-4"	10'-6"	8'-4"
B	EL-16-01	4'-0"	7'-4"	Side Slide	6'-0"	9'-7"	8'-4"
Food Court	EL-10-02	4'-0"	7'-0"	Side Slide	6'-4"	10'-2"	8'-0"
Food Court	EL-13-01	4'-0"	7'-0"	Side Slide	6'-4"	10'-2"	8'-0"



Exhibit D.17: Midway International Airport Site Map Matrix (Image is shown for reference only) Cont'd.

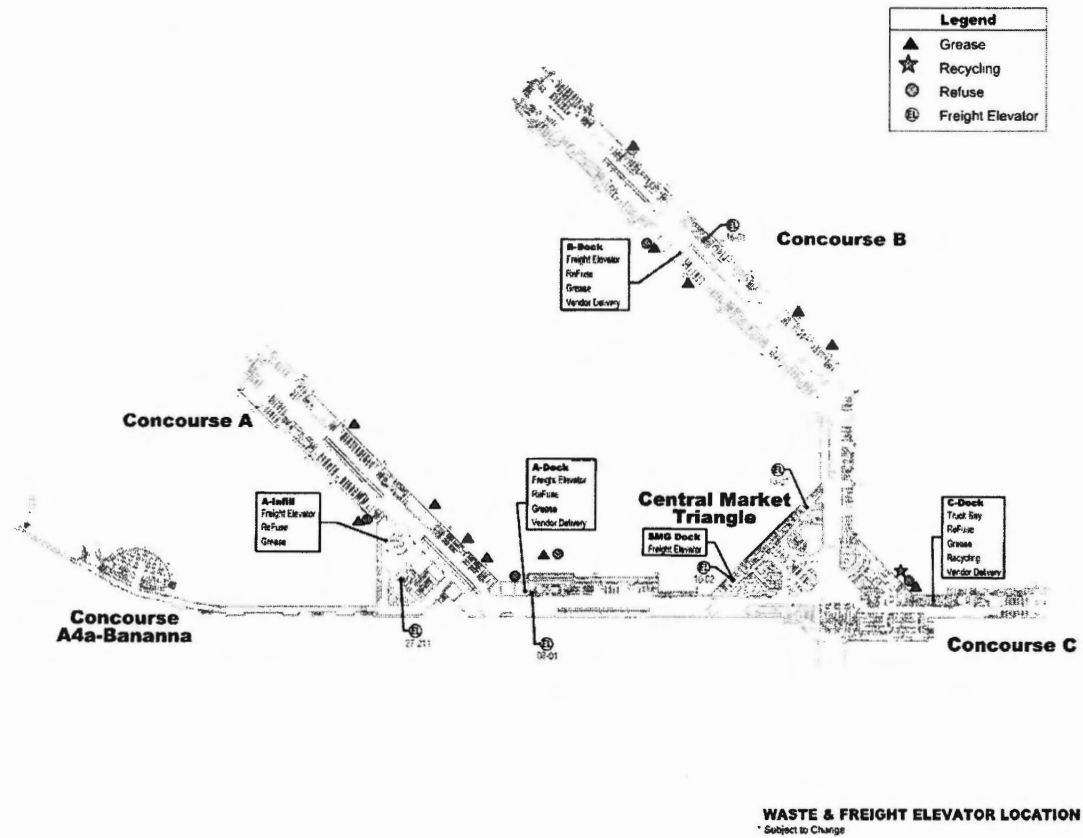




Exhibit D.18: Operations Plan - Material Delivery and Debris Removal

[CONTRACTOR COMPANY LOGO]

TO: [CDA POC]
 FROM: [GENERAL CONTRACTOR COMPANY NAME]
 [CONTRACTOR PROJECT MANAGER NAME]
 DATE: [DATE SUBMITTED]
 SUBJECT: [PROJECT NAME]
 PROJECT: [CDA PROJECT NUMBER]
 LOCATION: [PROJECT LOCATION/SPACE NUMBER]

PROPOSAL:

[Provide an introduction paragraph summarizing the construction project proposal to be highlighted in the following sections. Indicate what work is to be performed (See C-SOP 4.3: Logistics Plan); indicate in what area(s) work will take place]

[Project Name] Construction Plan

[Identify what work is to be performed, and who the work is being performed on behalf of. Provide a narrative describing the major aspects or milestones of the project. If applicable, provide a breakdown of any phase work showing the sequence of operations]

Project Dates

Start Date: [Identify start of construction date]
 End Date: [Identify end of construction date]

Manpower and Working Hours

[Indicate proposed hours in which work will be performed; indicate if shift work will be implemented and identify working hours of each shift. Indicate proposed crew size]

Manpower Movement

[Specify security procedures that will be implemented for site access; employee badging access requirements (See Exhibits D.10 & D.11); elevators and doors to be used (See Exhibits D.14-D.17); vehicle access (See Exhibit D.8); employee parking.

Equipment

[Identify what equipment will be used to perform work. Identify where equipment will be stored while not in use]

Housekeeping and Waste Removal – (See Exhibit D.15 OR D.17)

[Indicate how trash and debris will be controlled and removed from construction site. Provide an aerial view of the proposed dumpster location as an exhibit.]

Haul Routes & Deliveries - (See Exhibit D.12 & D.13)

[Identify proposed location(s) for material deliveries (See Exhibits D.12 & D.13). Provide haul route for material and equipment deliveries to designated access doors across the airfield, if required. Identify haul routes for transporting material through the facility. Identify material storage location]

CDA Impacts

[Identify any potential impacts to CDA operations or facilities. Identify any potential equipment that will need to be shut down. Indicate how any potential impacts will be mitigated]

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

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Exhibit E.1: Special Conditions Regarding Minority-Owned Business Enterprise Commitment and Women-Owned Business Enterprise Commitment in Professional Services (found withinin RMS form on the next Page)

Exhibit E.2: Special Conditions Regarding Minority-Owned Business Enterprise Commitment and Women-Owned Business Enterprise Commitment in Construction Contracts (found withinin RMS form on the next Page)

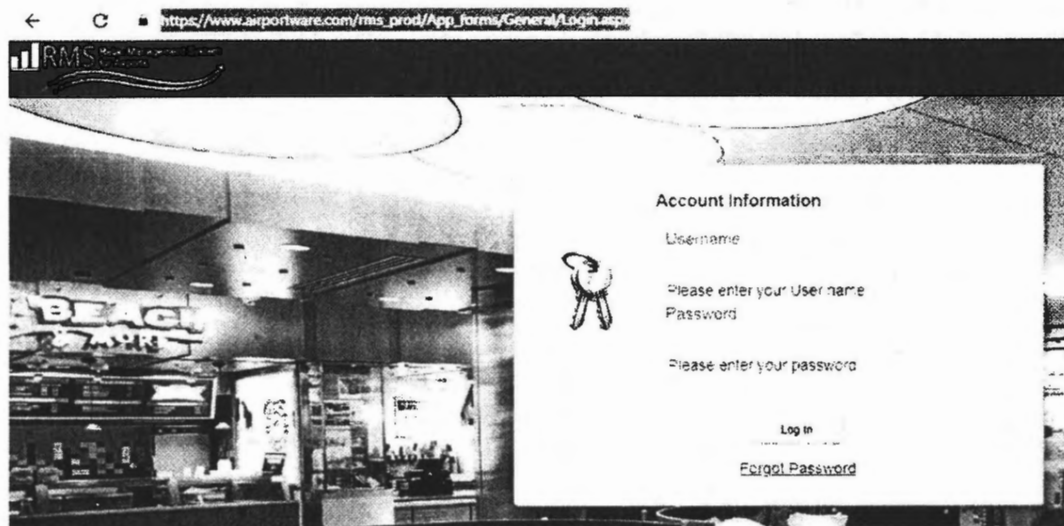
Exhibit E.3: RMS Construction Compliance User Guide

Form can be found on the following page:



Construction Compliance User Guide

LOG IN



To access the Retail Management System (RMS):

1. Go to the following web address:
https://rms.airportware.com/rms_prod/App_forms/General/Login.aspx
2. When the "Log In" screen displays:
 - Enter your username and password
 - Click "Log In"
3. If you have forgotten your password, click "Forgot Password" and password information will be sent to your email address.
4. To acquire a username and password, contact Lisa Cameron at Lisa.Cameron@unisonretailmng.com



Construction Compliance User Guide

CONSTRUCTION COMPLIANCE

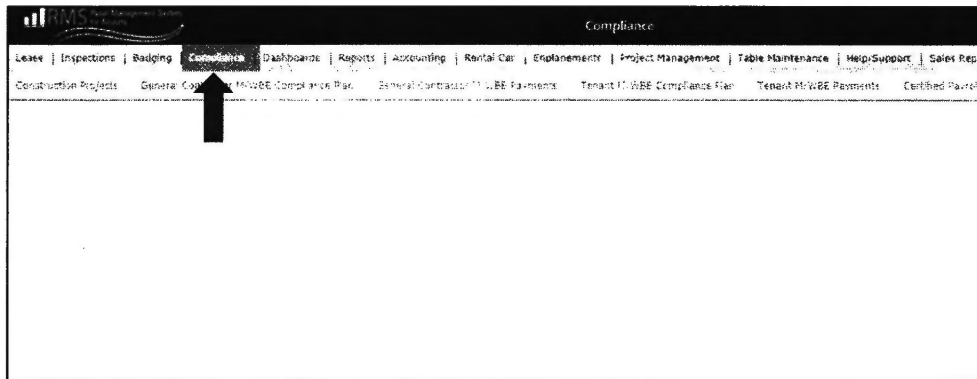
1. All Contractors and Tenants performing work at O'Hare and Midway International Airports, must submit documentation describing the work to CDA for approval. The Concession's Design and Construction SOP contains Construction Compliance information and guidelines required for all CDA construction projects and may be found on the flychicago website.



Construction Compliance User Guide

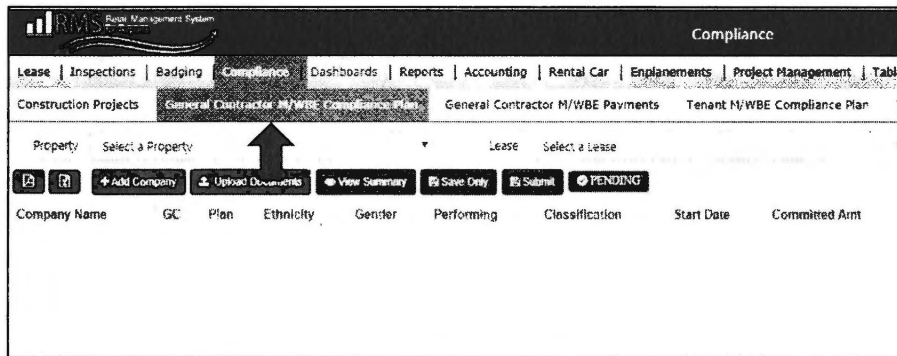
SUBMITTING A COMPLIANCE PLAN

1. Click the "Compliance" tab on left side of screen.



GENERAL CONTRACTOR'S M/WBE COMPLIANCE PLAN

1. Click General Contractor's M/WBE Compliance Plan.

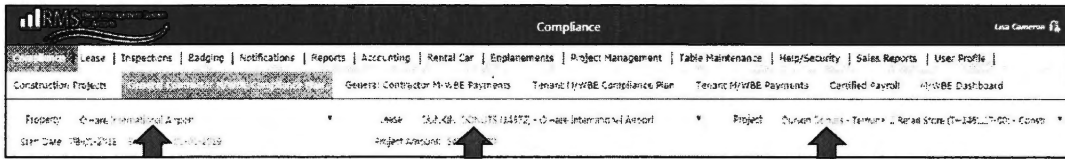


2. Select Property, Lease and Project from the drop down list:

- O'Hare
- Dunkin' Donuts
- Construction



Construction Compliance User Guide



ADD A COMPANY TO THE COMPLIANCE PLAN

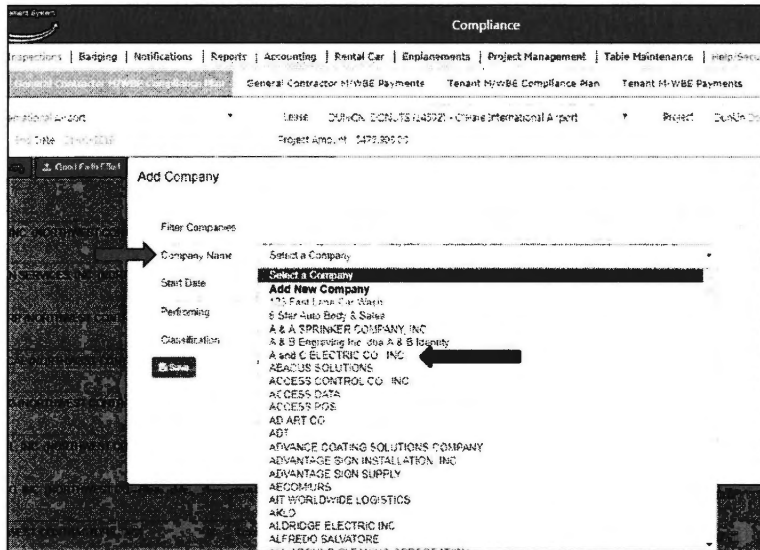
1. Click on "+Add Company".



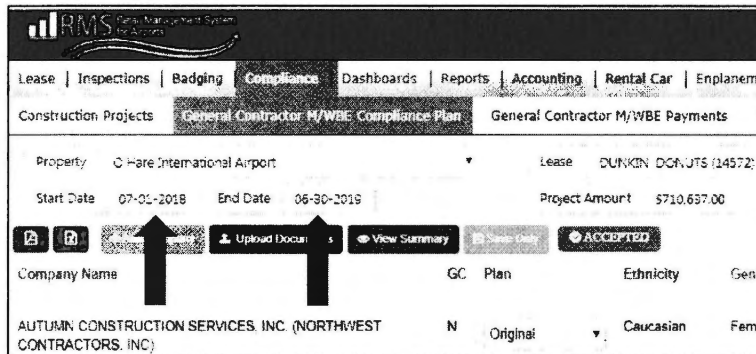
2. Select a "Company Name" from drop down list: (the "Filter Companies" box provides a vendor name search shortcut).



Construction Compliance User Guide



- 3. **NOTE:** The General Contractor must be selected first. The start and end dates are already in place and the dates cannot go beyond these perimeters.

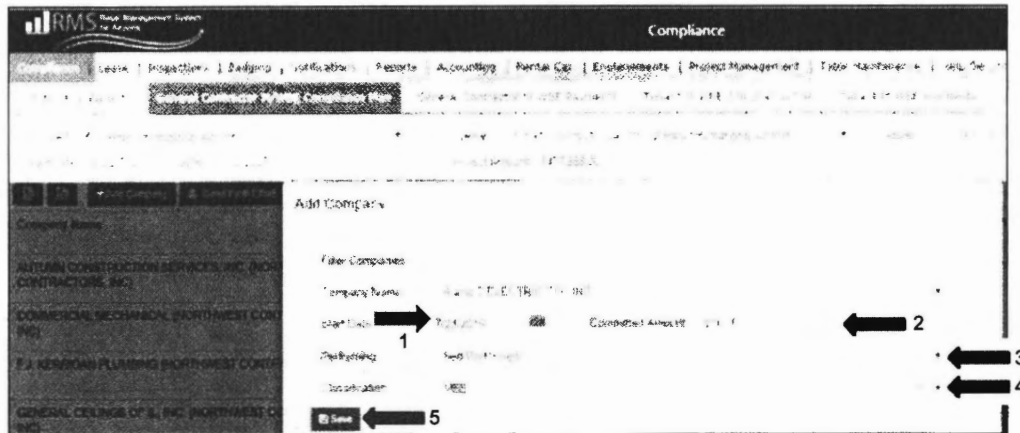


- 4. After the Company has been selected: *(sample chart next page)*
 - > Type in Start Date (Arrow 1). The Start Date is the actual date the contractor or subcontractor begins his/her portion of the work in accordance with the Construction Schedule submitted at the Pre-Con Meeting.
 - > Type in Commitment Amount (Arrow 2).



Construction Compliance User Guide

- Performing: Select either Distributor, Manufacturer, Self-Performing or Supplier from the drop down box (Arrow 3).
 - Classification: Select MBE, WBE or None from the drop down box (Arrow 4).
5. Click "Save" (Arrow 5).
 6. A message box appears (company name) has been added. Click "OK".
 7. Click "X" to exit dialog box.
 8. If the vendor's name is not on the drop down list, please contact Lisa Cameron at lisa.cameron@unisonretailmng.com or 773-894-5424.



NOTE: If the "Supplier" is a MBE or WBE, RMS will automatically calculate 60% of the contract value in accordance Article IV. E of Exhibit 18, of the "Special Conditions Regarding Minority Owned Business Enterprise Commitment in Construction Contracts" located in the CDA Design and Construction SOP (please see Page 4 for the website link).



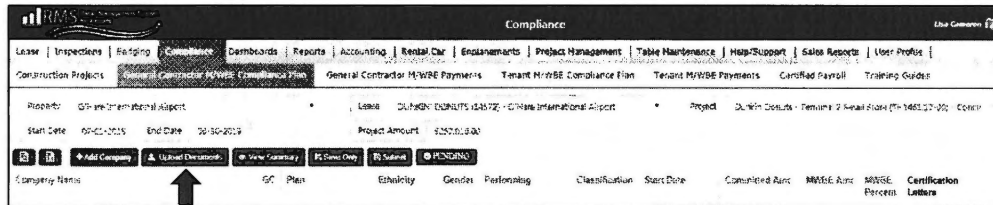
Construction Compliance User Guide

Company Name	GC	Plan	Ethnicity	Gender	Performance	Classification	Start Date	Completed Amt	MMBE Amt	MMBE Percent
ALTUM CONSTRUCTION SERVICES INC NORTHWEST CONTRACTORS INC	N	Original	Caucasian	Female	Construction	WBE	7/12/2018	\$12,520.00	\$12,520.00	1.75%
COMMERCIAL MECHANICAL NORTHWEST CONTRACTORS INC	N	Original	Other		Construction	WBE	7/12/2018	\$26,020.00	\$0.00	0.00%
F.J. KERRIGAN PLUMBING NORTHWEST CONTRACTORS INC	N	Original	Caucasian	Male	Construction	WBE	7/12/2018	\$98,716.00	\$0.00	0.00%
GENERAL CEILING OF E. INC NORTHWEST CONTRACTORS INC	N	Original	Caucasian	Female	Construction	WBE	7/12/2018	\$11,000.00	\$5,400.00	0.85%

UPLOADING DOCUMENTS

When entering a MBE or WBE contractor or subcontractor, their Certification Letter must accompany the Compliance Plan. To upload Certification Letters, the Good Faith Efforts form or other documents:

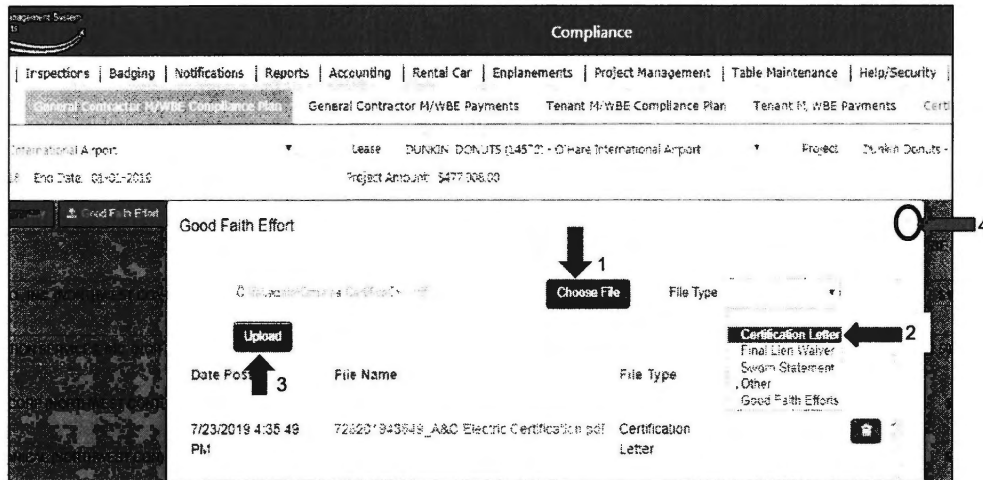
1. Click "Upload Documents".



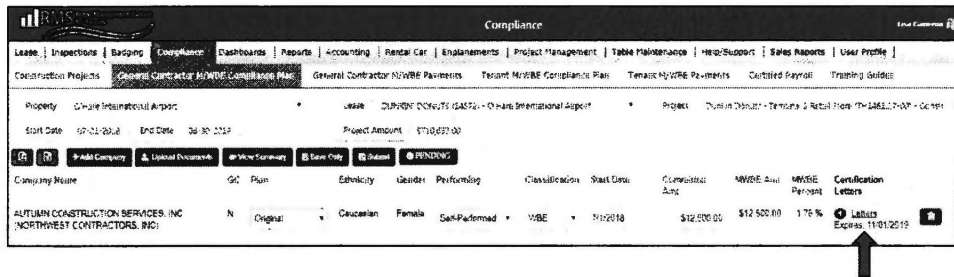
2. Click "Choose File" (RMS will access your computer's hard drive); double click on your chosen file (Arrow 1).
3. Click "File Type" and choose: Certification Letter, Final Lien Waiver, Sworn Statement, Other, Good Faith Efforts (Arrow 2).
4. Click "Upload" (Arrow 3).
5. Click "X" in upper right corner of box to exit the screen (Arrow 4).



Construction Compliance User Guide



6. If uploading a certification letter only, click the "Certification Letter" box of the m/wbe vendor and follow the steps above, then add the Certification Letter's expiration date.



GOOD FAITH EFFORTS FORM

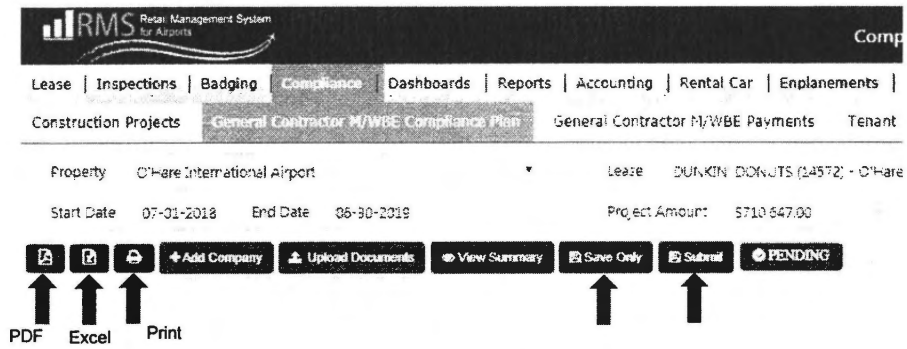
The Good Faith Efforts Form, instructions and link may be found on Page 4.

VIEW AND PRINT COMPLIANCE PLAN

1. To view the Compliance Plan in either a PDF or Excel format, click on either of the blue boxes upper left (shown below). Printing will then be enabled. **NOTE:** The Excel format is designed to allow data editing. You may also print from the Print button.



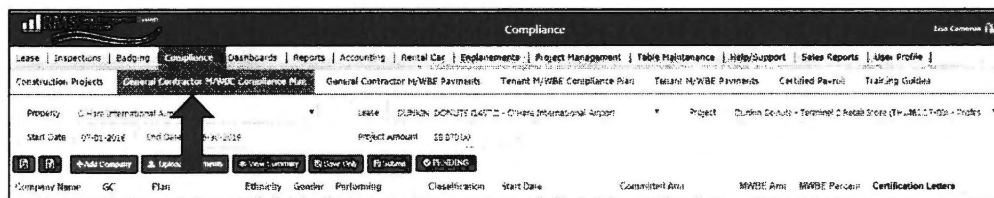
Construction Compliance User Guide



2. There is a "Save Only" feature if the Compliance Plan is incomplete.
3. When the Compliance Plan is complete, click "Submit".
4. Once submitted, changes cannot be made.
5. Click "OK" to return to main screen.
6. Once the Compliance Plan is approved, notification will be sent via RMS.

PROFESSIONAL SERVICES M/WBE COMPLIANCE PLAN

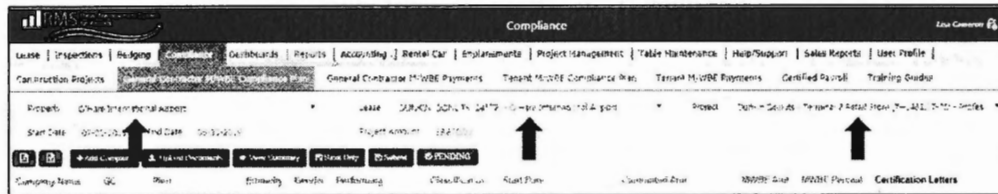
1. Click the "General Contractor M/WBE Compliance Plan" tab.



2. Select Property, Lease and "Professional Services" under Project from the drop down list:



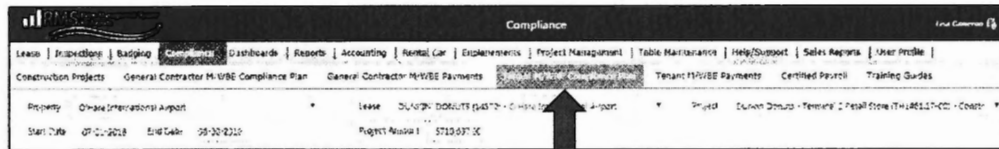
Construction Compliance User Guide



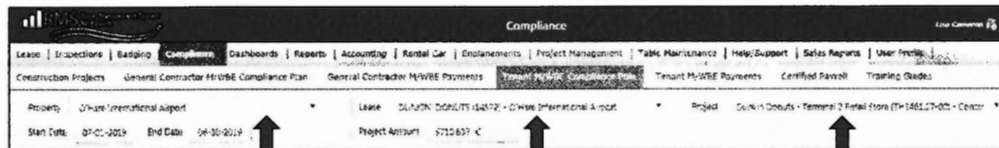
3. The Professional Services M/WBE Compliance Plan is identical to the General Contractor's Compliance Plan. Follow the instructions for "General Contractor's M/WBE Compliance Plan beginning on Page 5.

TENANT M/WBE COMPLIANCE PLAN

1. Click the "Tenant M/WBE Compliance Plan" tab.



2. Select Property, Lease and "Construction" under Project from the drop down list.



3. The Tenant M/WBE Compliance Plan is identical to the General Contractor's Compliance Plan. Follow the instructions for "General Contractor's M/WBE Compliance Plan beginning on Page 5.
4. When viewing the Tenant's Compliance Plan you will note the Plan includes the General Contractor and its Subcontractors, as denoted by the General Contractor's name in parenthesis (Arrow 1).
5. The Tenant's Subcontractors will not include the General Contractor's name (Arrow 2).



Construction Compliance User Guide

The screenshot shows the 'Compliance' section of the RMS system. It includes a navigation menu with options like Lease, Inspectors, Badging, Notifications, Reports, Accounting, Rental Car, Enplanements, and Project Management. Below the menu, there are tabs for 'Construction Projects', 'General Contractor M/WBE Compliance Plan', and 'General Contractor M/WBE Payments'. The main content area displays details for a project at O'Hare International Airport, including start and end dates and a project amount of \$477,898.00. A toolbar contains buttons for '+ Add Company', 'Good Faith Effort', 'View Summary', 'Save Only', 'Submit', and 'PENDING'. A table lists contractor information with columns for Company Name, GC, Ethnicity, Gender, Performing, Classification, and Start Date.

Company Name	GC	Ethnicity	Gender	Performing	Classification	Start Date
A AND C ELECTRIC CO. INC. (NORTHWEST CONTRACTORS, INC.)	N	Hispanic American	Male	Self-Performed	MBE	7/23/2019
AUTUMN CONSTRUCTION SERVICES, INC. (NORTHWEST CONTRACTORS, INC.)	N	Caucasian	Female	Self-Performed	WBE	8/1/2018
COMMERCIAL MECHANICAL (NORTHWEST CONTRACTORS, INC.)	N	Other		Self-Performed	NONE	8/1/2018
EVERWRITE	N	Other	Male	Self-Performed	NONE	8/1/2018

NOTE: The Tenant will not be able to edit the General Contractor's Compliance Plan.



Construction Compliance User Guide

City Residency Requirements:

- In accordance with the Concessionaire's Lease and License Agreement, 50% of the total construction worker hours must be performed by actual residents of the City of Chicago.

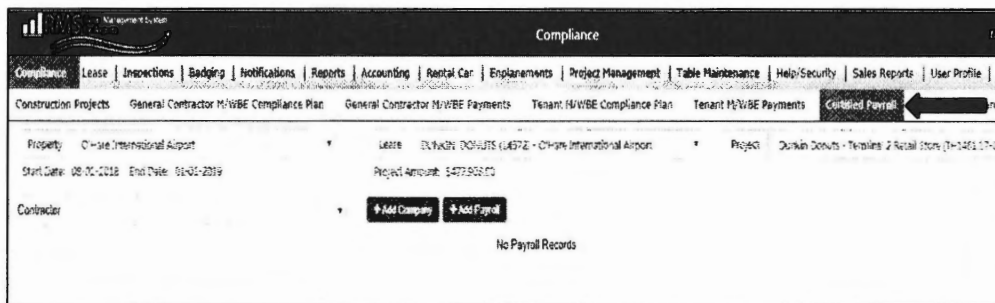
Certified Payroll Report Requirements:

- Certified payroll reports must be submitted weekly for all contractors and subcontractors.
- Certified payroll reports must include:
 - ✓ Project Name
 - ✓ Location ID Number
 - ✓ Employee's Name
 - ✓ Employee's Full Address (including zip code)
 - ✓ Employee's Last Four Digits of Social Security Number
 - ✓ Employee's Ethnicity
 - ✓ Employee's Job Title
 - ✓ Employee's Date of Hire
 - ✓ Employee's Hours Worked

CERTIFIED PAYROLL REQUIREMENTS

CERTIFIED PAYROLL FORMAT ENTRY / GC & SUBS

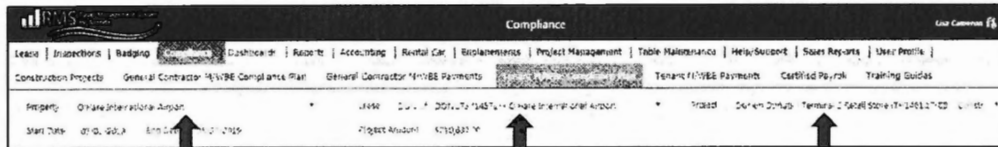
1. Click on the Certified Payroll Tab.



2. Select Property, Lease and "Construction" under Project from the drop down list.

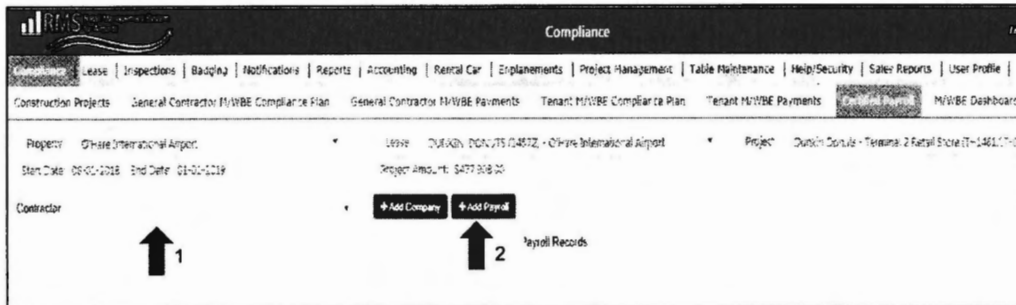


Construction Compliance User Guide



3. In the "Contractor" box, select a contractor or subcontractor from the drop down list (Arrow 1).

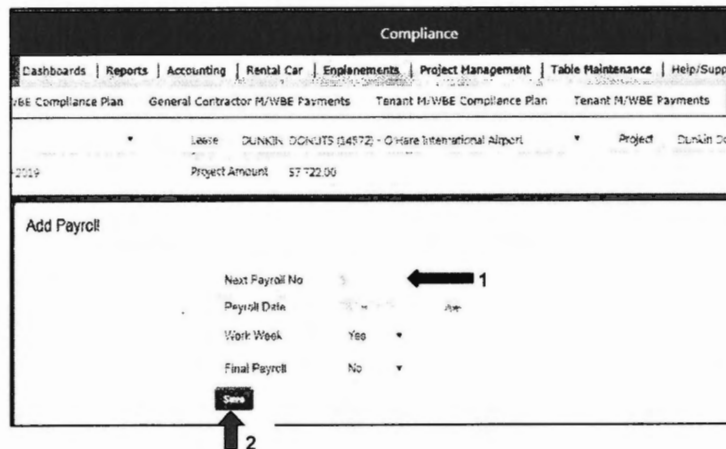
4. Click "Add Payroll" (Arrow 2).



5. RMS automatically starts with Payroll No. 1.

6. Type in payroll week ending date (only Payroll No. 1 requires typing in a date; Payroll No. 2 automatically proceeds to the next week) (Arrow 1).

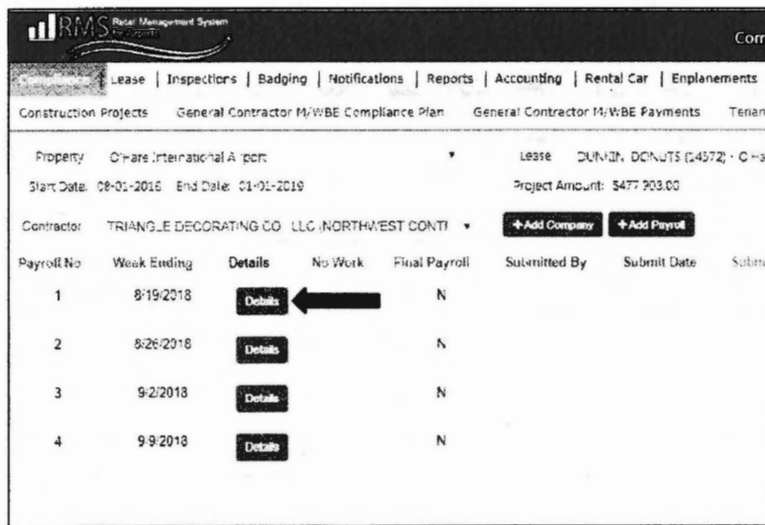
7. Click "Save" (Arrow 2).





Construction Compliance User Guide

- 8. RMS asks "Are you sure you want to add this payroll record?"
- 9. Click "OK".
- 10. Click "Details". This will take you to the "Add Employee" screen.



- 11. Click "Add Employee". RMS supplies a list of employees currently in RMS. If the employee is on the list, click the box on the left.





Construction Compliance User Guide

12. This screen gives the opportunity to edit employee information and add the employee's job title from the drop down list (required).

RMS Retail Management System Compliance

Lease | Inspections | Badging | Notifications | Reports | Accounting | Rental Car | Enplanements | Project Management | Tabl

Construction Projects | General Contractor M/WBE Compliance Plan | General Contractor M/WBE Payments | Tenant M/WBE Compliance Plan

Property: ☐ Home International Airport | Lease: DUN-016-D00075 (14072) - ☐ Home International Airport
 Start Date: 03-01-2018 | End Date: 01-01-2019 | Project Amount: 3477,836.00

TRIANGLE DECORATING CO., LLC (NORTHWEST CONTRACTORS, INC) - Add Employee to Project

Last 4 SSN: 4109 | Phone: _____
 Ethnicity: Caucasian | Gender: Male
 Driver's License State: _____ | Driver's License No: _____

Employment Information

Employee ID: _____ | Hire Date: _____
 Fingerprint Date: _____ | This employee is ID verified: _____

Default Position Information

Title: Electrical Technician - (BUILDING RESIDENTIAL HEAVY AND HIGHWAY PROJECTS)

- When all employee information is entered, click "Continue".

13. Click "Add Employee to Project".

- RMS says "Employee Added to Payroll".

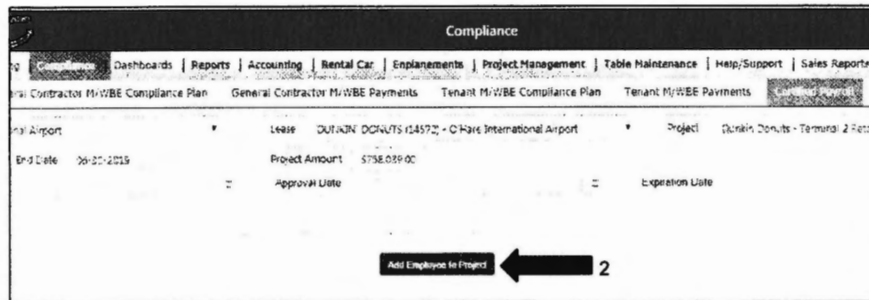
14. Click "OK".

15. If employee is not listed, click "Create New Employee Record" (Arrow 1, next page).

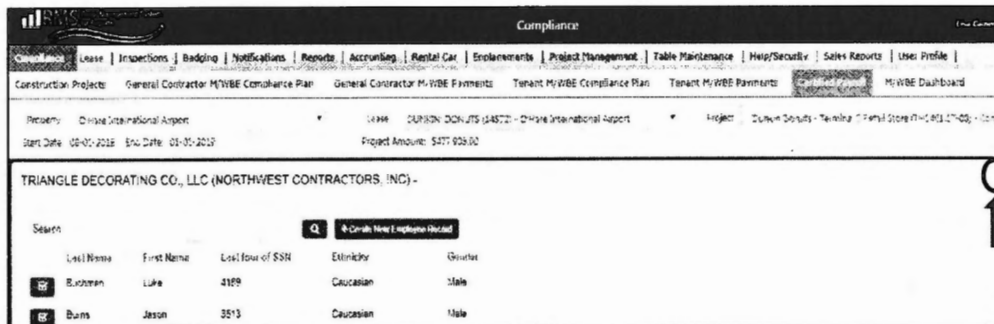
- Fill in the required fields and click "Continue".
- Click "Add Employee to Project" (Arrow 2).
- Click "OK".



Construction Compliance User Guide



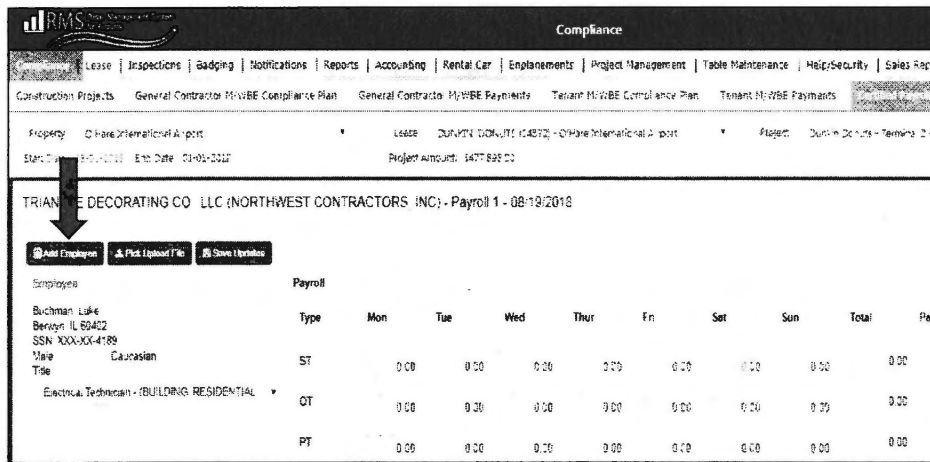
16. When all employees have been "Added to the Project" click "X" in the upper right corner, top of page to close out of that screen.





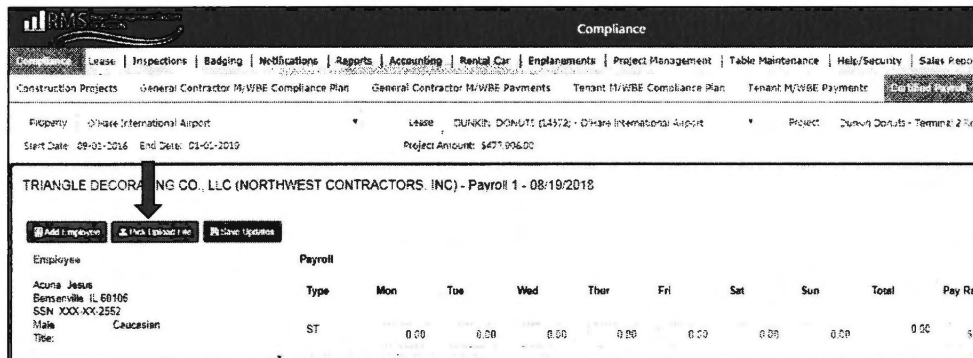
Construction Compliance User Guide

17. A new employee may also be added from the payroll timesheet screen by clicking the "Add Employee" button. Follow the same instructions above.



18. Certified payroll will need to be uploaded from an Excel spreadsheet format. The Excel spreadsheet and link may be found on Page 4.

19. To upload a completed Excel payroll timesheet, click "Pick Upload File".



- Click "Select your file!" (accessing your computer's hard drive); double click on your chosen file (Arrow 1, next page).
- Click "Upload" (Arrow 2).
- Screen says "Success! Confirm data and submit". Click "OK".




Construction Compliance User Guide

- If a mistake is made on the Excel payroll timesheet, simply upload the revised payroll timesheet, process as shown above.


TRIANGLE DECORATING CO., LLC (NORTHWEST CONTRACTORS, INC) - Payroll 1 - 08/19/2018

Upload Payroll



1

UPLOAD



2

Sample Excel Payroll

SSN	FirstName	LastName	City	State	Zip	Ethnicity	Gender	WorkTitle	Level	PayType	Mon	Tue	Wed	Thur	Fri	Sat	Sun	PayRate
X000-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Carpenter Foreman	st	st	8	8	8	8	8	8	8	12.5
X000-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Carpenter Foreman	ot	ot	1	0	0	0	0	0	0	13
X000-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Carpenter Foreman	pt	pt	0	2	0	0	0	0	0	14.5
X000-XX-5215	Jo	Silh	Bensenville	IL	60106	African American	Female	Laborer Journeyman	2.st	st	8	8	8	8	8	8	8	12.5
X000-XX-5215	Jo	Silh	Bensenville	IL	60106	African American	Female	Laborer Journeyman	2.ot	ot	1	0	0	0	0	0	0	13
X000-XX-5215	Jo	Silh	Bensenville	IL	60106	African American	Female	Laborer Journeyman	2.pt	pt	0	2	0	0	0	0	0	14.5
X000-XX-6628	Larry	Yose	Chicago	IL	60646	Caucasian	Male	Electrician Apprentice	2.st	st	8	8	8	8	8	8	8	12.5
X000-XX-6628	Larry	Yose	Chicago	IL	60646	Caucasian	Male	Electrician Apprentice	2.ot	ot	1	0	0	0	0	0	0	13
X000-XX-6628	Larry	Yose	Chicago	IL	60646	Caucasian	Male	Electrician Apprentice	2.pt	pt	0	2	0	0	0	0	0	14.5

NOTE: The Prevailing Wage Rate is preset in RMS as "Minimum Rate". If the wage rate falls below the preset number, the "Pay Rate" box will be framed in red.

Compliance

Lease | Inspections | Bidding | Notifications | Reports | Accounting | Rental Car | Empilements | Project Management | Table Maintenance | Help/Security | Sales Reports | User Profile

Construction Projects | General Contractor M/WBE Compliance Plan | General Contractor M/WBE Payments | Tenant M/WBE Compliance Plan | Tenant M/WBE Payments | M/WBE Dashboard

Property: O'Hare International Airport | Lease: DUNNONS DONUTS (14372) - O'Hare International Airport | Project: Dunnon Donuts - Terminal 2 Retail Store (1548117-00) - Con

Start Date: 08-01-2018 | End Date: 08-01-2018 | Project Amount: \$475,889.00

TRIANGLE DECORATING CO., LLC (NORTHWEST CONTRACTORS, INC) - Payroll 1 - 08/19/2018


[Add Employee](#) | [File Upload File](#) | [File Save Updates](#)

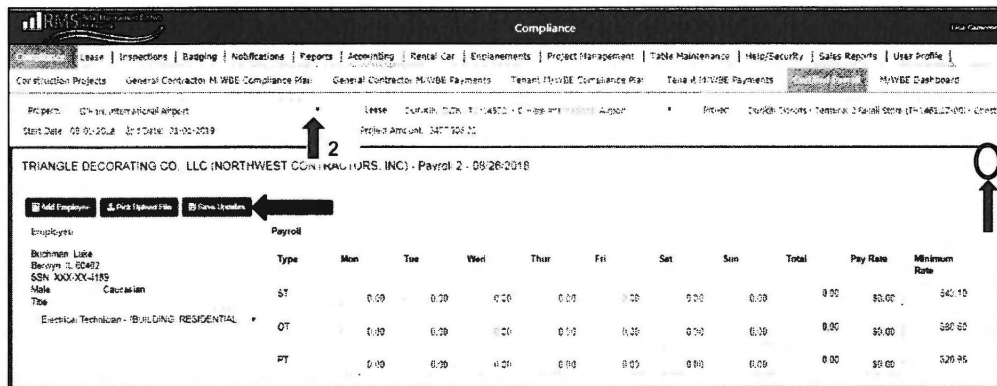
Employee	Payroll	Type	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total	Pay Rate	Minimum Rate
Buchman Luke Elgin IL 60122 SSN: XXX-XX-4189 Male Caucasian Title: Electrical Technician - BUILDING RESIDENTIAL	ST	ST	8.00	7.90	9.00	0.00	0.00	0.00	0.00	15.00	\$12.45	\$19.60
	OT	OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$9.00	\$26.95
	FT	FT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$26.95
	Total:		8.00	7.90	9.00	0.00	0.00	0.00	0.00	15.00		



Construction Compliance User Guide

20. When payroll is complete:

- Click "Save Updates".
- Click "X" in top right corner to close out of the payroll screen.
- Once the payroll box is closed, click "Submit" 



Compliance

Lease | Inspections | Bidding | Notifications | Reports | Accounting | Rental Car | Encumbrances | Project Management | Trade Maintenance | Help/Security | Sales Reports | User Profile

Construction Projects | General Contractor M/WBE Compliance Plan | General Contractor M/WBE Payments | Tenant M/WBE Compliance Plan | Tenant M/WBE Payments | M/WBE Dashboard

Project: Chicago International Airport | Lease | Contract: CDA-11-04500 - Chicago International Airport | Project: Chicago Customs Terminal 2 Retail Store (11-04500) - Christ

Start Date: 09-01-2018 | End Date: 09-01-2018 | Project Amount: 347,500.00

TRIANGLE DECORATING CO. LLC (NORTHWEST CONTRACTORS, INC.) - Payroll 2 - 09/26/2018

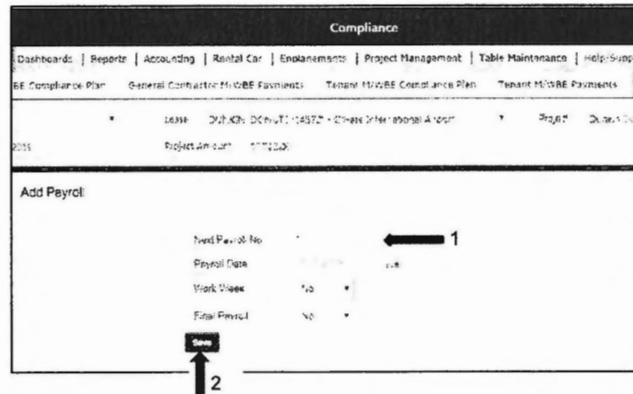
Employee	Type	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total	Pay Rate	Minimum Rate
Buchanan, Luke Berwyn, IL 60402 SSN: XXX-XX-4189 Male Caucasian Title: Electrical Technician - BUILDING RESIDENTIAL	ST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$40.10
	OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$80.20
	PT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$20.95

21. When there is a "No Work Week" payroll:

- Click "Add Payroll".
- Click "No" on the "Work Week" box (Arrow 1).
- Click "Save" *Airportware.com says "Are you sure you want to add this payroll record?"* (Arrow 2).
- Click "OK".

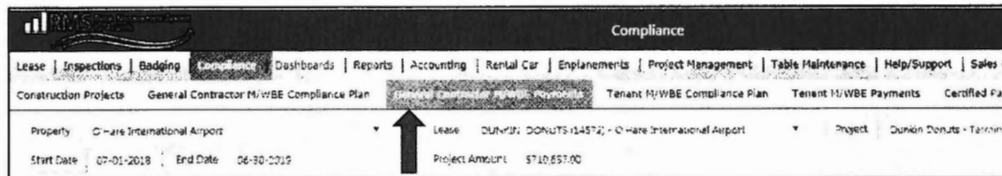


Construction Compliance User Guide

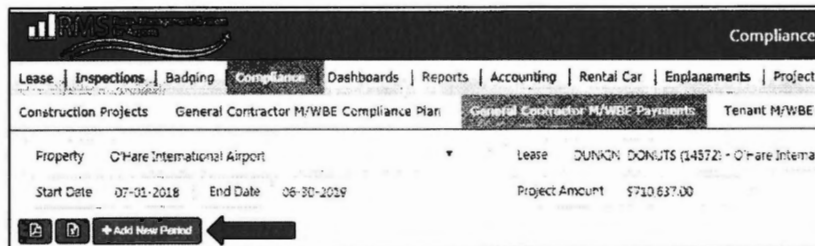


GENERAL CONTRACTOR M/WBE PAYMENTS

1. Click General Contractor M/WBE Payments.



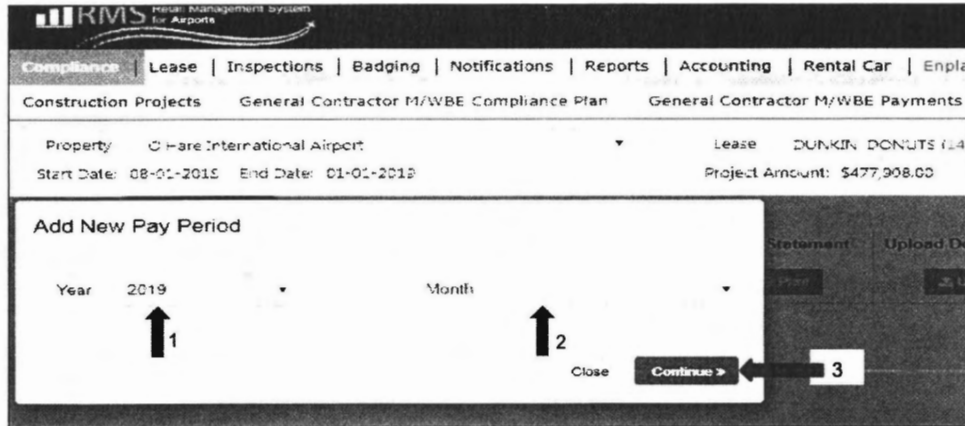
2. Click "+Add New Period".



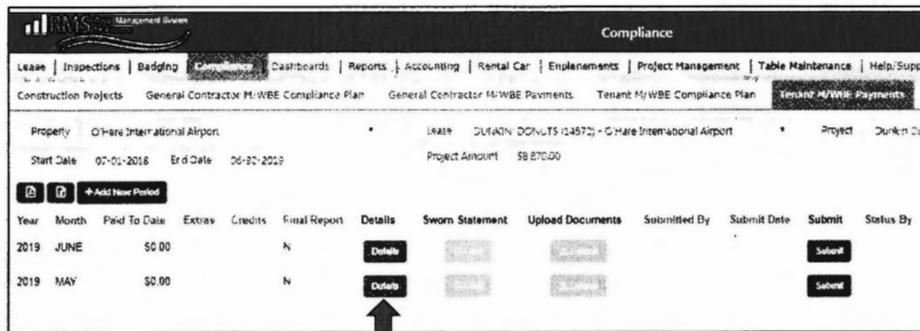
3. In the "Add New Pay Period" box, select Year and Month invoices were paid (Arrows 1 and 2, next page).
4. Click "Continue" (Arrow 3).



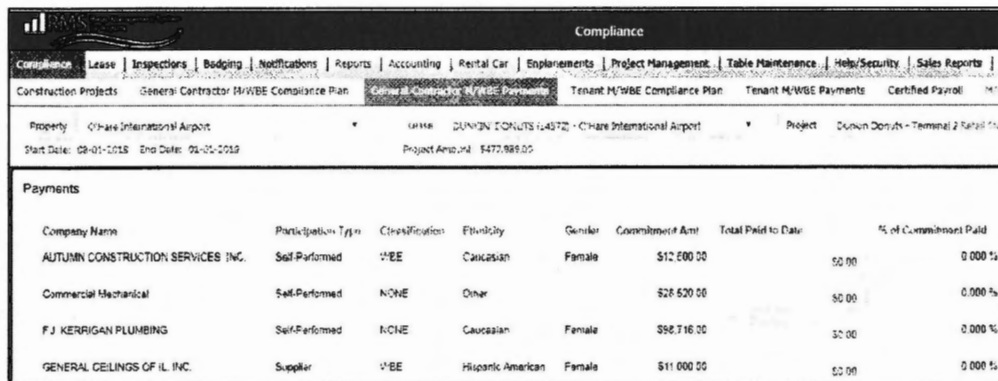
Construction Compliance User Guide



5. After the "Add New Pay Period" box closes, you will be back to the main screen. Click "Details".



6. The next screen lists the Contractors, Subcontractors and Vendors from the Compliance Plan with the amount committed on the Compliance Plan.



Retail Management System ("RMS")
Unison Consulting, Inc.



Construction Compliance User Guide

7. Enter amount paid to each contractor, subcontractor or vendor.

Month	Year	Extras	Credits	Final Payment			
MAY	2019	0	0	No			
Enter Amount Paid To Date							
Company Name	Participation Type	Classification	Ethnicity	Gender	Commitment Amt	Total Paid to Date	% of Commitment Paid
A and O ELECTRIC CO. INC.	Self-Performed	MBE	Hispanic American	Male	\$10.00	\$0.00	0.000%
AUTUMN CONSTRUCTION SERVICES INC.	Self-Performed	WBE	Caucasian	Female	\$12,600.00	\$0.00	0.000%
AUTUMN CONSTRUCTION SERVICES INC.	Self-Performed	WBE	Caucasian	Female	\$12,600.00	\$0.00	0.000%
BUILDERS CHICAGO CORP.	Self-Performed	NONE	Caucasian	Male	\$10.00	\$0.00	0.000%
Commercial Mechanical	Self-Performed	NONE	Other		\$28,520.00	\$00,000.00	100.000%

NOTE: The Payments tab is a duplicate of the Compliance Plan. If a subcontractor or vendor is added to the project after the Compliance Plan was submitted and approved or needs to be included as a new vendor on the Sworn Statement, first they will need to be added to the Compliance Plan as "New". The Tenant or General Contractor may request to have the Compliance Plan reopened to make additional entries. Once the new subcontractor or vendor is added, they are automatically duplicated into the Payments tab. The payment may then be recorded to the Payments tab.

- To add a vendor or change a payment, go to the "Compliance Plan" tab (Arrow 1).
- To add a vendor, select "+Add Company". Follow instructions as described in "Add a Company to the Compliance Plan, located on Page 6 (Arrow 2).
- Under the "Plan" column, click on "New" (Arrow 3).
- If a vendor is already on the plan and only the payment amount needs to be updated, click on the "Committed Amount" box and type in new payment amount (Arrow 4).
- Click "Save Only" (Arrow 5).



Construction Compliance User Guide

Company Name	Classification	Ethnicity	Gender	Commitment Amt.	Total Paid	M/WBE Percent
A & A SPRINKER COMPANY, INC (NORTHWEST CONTRACTORS, INC)	Other	Male	Self-Performed	\$20.00	\$0.00	0.00 %
ACCESS DATA NORTHWEST CONTRACTORS INC.	Other	Male	Manufacturer	\$0.00	\$0.00	0.00 %

13. Click back to the “General Contractor M/WBE Payments” tab (Arrow 6).

Month	Year	Enter	Credits	Final Payment	No
Mar	2019		0		

14. The completed payment record now becomes the Sworn Statement.

15. Print the completed Sworn Statement, sign and notarize (Arrow 1). Scan and save the Sworn Statement to your computer's hard drive.

16. Upload the fully executed and notarized Sworn Statement, along with corresponding Final Lien Waivers, for the General Contractor and subcontractors.

NOTE: Payment amounts on the Sworn Statement MUST match the amounts on the Final Lien Waivers.

17. Click “Upload” (Arrow 2).

18. Select file (accessing your computer's hard drive); double click on your chosen file.

19. Once all documents have been uploaded, click out of screen.

20. Click “Submit” (Arrow 3).

21. RMS asks “Are you sure you want to Submit?”



Construction Compliance User Guide

22. Click "Continue".

The screenshot shows the 'Compliance' section of the RMS system. It features a navigation menu at the top with options like 'Lease', 'Inspections', 'Badging', 'Dashboards', 'Reports', 'Accounting', 'Rental Car', 'Enplanements', 'Project Management', 'Table Maintenance', and 'Help/Support'. Below the menu, there are tabs for 'Construction Projects', 'General Contractor M/WBE Compliance Plan', 'General Contractor M/WBE Payments', 'Tenant M/WBE Compliance Plan', and 'Tenant M/WBE Payments'. The main content area displays project information for 'C-Hare International Airport' and a table with the following data:

Year	Month	Paid To Date	Extras	Credits	Final Report	Details	Sworn Statement	Upload Documents	Submitted By	Submit Date	Submit	Status By
2019	JULY	\$5,000			N	Details	Sworn Statement	Upload Documents			Submit	

Arrows labeled 1, 2, and 3 point to the 'Details', 'Sworn Statement', and 'Submit' buttons respectively in the first row of the table.

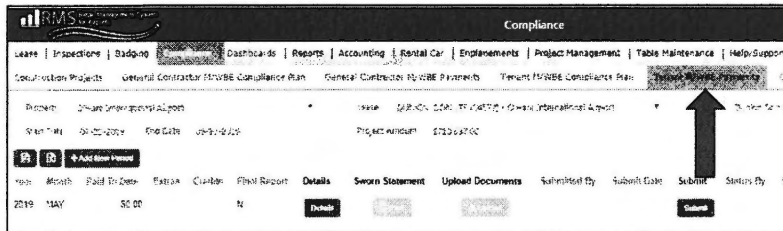
23. Once the Sworn Statement has been submitted, changes may not be made.



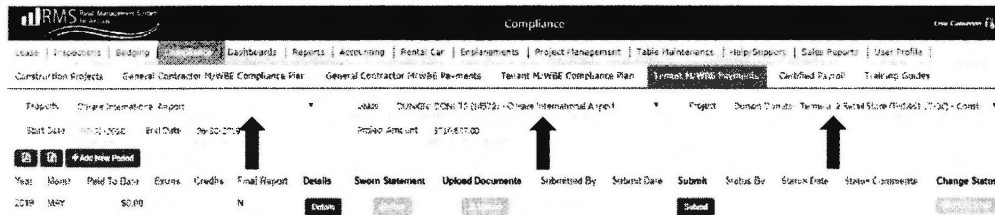
Construction Compliance User Guide

TENANT M/WBE PAYMENTS

1. Click on Tenant M/WBE Payments tab.



2. Select Property, Lease and "Construction" under Project from the drop down list.



3. The Tenant M/WBE Payments tab is identical to the General Contractor's Payments tab. Follow the instructions for "General Contractor's M/WBE Payments beginning on Page 21.

QUESTIONS OR COMMENTS

Please direct questions or comments to:

Lisa Cameron, Unison Consulting Retail Management,
Lisa.Cameron@unisonretailmng.com / 773-894-5424 office / 815-298-3092 mobile

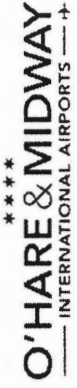


Exhibit E.4: Concession's Compliance Plan – Affidavit of Concessionaire

Form can be found on the following page:



**Chicago Department of Aviation
Concession's Compliance Plan
Affidavit of Concessionaire**



Project Name: _____ Submission Date: _____
 Location No.: _____ Project Start Date: _____
 Total Project Amount: \$0.00 Project End Date: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____ and a duly authorized representative of _____ and that I have personally reviewed the material and facts set forth herein describing our proposed

(Name of Concessionaire)

plan to achieve the MBE/WBE goals of this Compliance Plan.

Complete the following sections for EACH Subcontractor, Supplier and Consultant participating on this Project (all Tiers). **Also include Non-MBE/WBE participants.**
 If bidder/proposer is a joint venture and one or more joint venture partners are certified MBE's or WBE's, attach copies of Letters of Certification, Schedule B Form and a copy of the Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and it's ownership interest in the joint venture.

NOTE: If a supplier subcontractor is a MBE or WBE, 60% of the total dollar value will be counted. For further clarification, please see Section IV.E. in the Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Commitment in Construction Contracts, Exhibit 17 to the C-SOP.

MBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Ethnicity Gender
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
Total MBE Participation			\$0.00	\$0.00	#DIV/0!	

All MBE/WBE firms included in this Compliance Plan must be certified by the City of Chicago in the area(s) of specialty listed on the Letter of Certification and must be attached for each MBE/WBE participant.

WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Gender
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
			\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!	
Total WBE Participation			\$0.00	\$0.00	#DIV/0!	
NON-MBE/WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Gender
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
			\$0.00		#DIV/0!	
Total Non-MBE/WBE Participation			\$0.00		#DIV/0!	

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned are true, and no material facts have been omitted.
The Concessionaire designates the following person as its MBE/WBE Liaison Officer:

(Name - Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE CONCESSIONAIRE TO MAKE THIS AFFIDAVIT.

(Name of Concessionaire - Print or Type) State of: _____

(Signature) County of: _____

(Name & Title of Affiant - Print or Type) Date: _____

On this _____ day of _____, 20____, the above signed officer _____ personally appeared and, known to me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature) SEAL: _____
Commission Expires: _____



Exhibit E.6: Concession's Compliance Plan – Affidavit of Prime Contractor

Form can be found on the following page:



Chicago Department of Aviation
Concession's Compliance Plan
Affidavit of Prime Contractor



Project Name: _____ Submission Date: _____
Location No.: _____ Project Start Date: _____
Total Project Amount: \$0.00 Project End Date: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____ and a duly authorized representative of _____ and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this Compliance Plan.

(Name of Prime Contractor)

Complete the following sections for EACH Subcontractor, Supplier and Consultant participating on this Project (all Tiers). Also include Non-MBE/WBE participants.

If bidder/proposer is a joint venture and one or more joint venture partners are certified MBE's or WBE's, attach copies of Letters of Certification, Schedule B Form and a copy of the Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and it's ownership interest in the joint venture.

MBE PARTICIPATION

All MBE/WBE firms included in this Compliance Plan must be certified by the City of Chicago in the area(s) of specialty listed on the Letter of Certification and must be attached for each MBE/WBE participant.

Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
Total MBE Participation			\$0.00	\$0.00	#DIV/0!		

WBE PARTICIPATION							
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
		SUPPLIER @ 60%	\$0.00	\$0.00	#DIV/0!		
Total WBE Participation			\$0.00	\$0.00	#DIV/0!		
NON-MBE/WBE PARTICIPATION							
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Adjusted Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
			\$0.00	\$0.00	#DIV/0!		
Total Non-MBE/WBE Participation			\$0.00	\$0.00	#DIV/0!		

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned are true, and no material facts have been omitted.
The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name - Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor - Print or Type) State of: _____

(Signature) County of: _____

(Name & Title of Affiant - Print or Type) Date: _____

On this ____ day of _____, 20____, the above signed officer _____ personally appeared and, known to me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature) SEAL: _____
Commission Expires: _____



Exhibit E.7: Good Faith Efforts Form

Form can be found on the following page:



**Good Faith Efforts Form
Schedule H**

The intent of this form is to document the good faith effort attempts made by the Concessionaire, or Prime Contractor in soliciting MBE/WBE firms to meet the MBE/WBE project goal. If the MBE/WBE contract goal is not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the Compliance Plan of either the Affidavit of Concessionaire or Affidavit of Prime Contractor.

Tenant Name:	
Concessionaire, Professional Services Contractor or General Contractor Name:	
Project Name:	
Project Location:	

If the bidder's method of compliance with the MBE/WBE goal is based upon demonstration of a "Good Faith Effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City of Chicago, Department of Aviation. Compliance with all items as they appear on the Good Faith Effort Form, in its entirety, shall satisfy the good faith effort requirement upon verification and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor. ***A minimum of five (5) companies must be contacted and listed below.***

MBE/WBE Company Name	Telephone No. / Email Address	Contact Person	Description of Work, Service or Material	Contact Results



**Good Faith Efforts Form
Schedule H**

Additional Information:

Please provide additional information to further explain your good and honest efforts to obtain MBE/WBE participation on this project.

The undersigned certifies the information provided and the listed was/were contacted in good faith. It is understood any MBE/WBE firms listed on the Good Faith Efforts Form will be contacted and the reasons for not utilizing the firm will be verified by the Chicago Department of Aviation.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/State/Zip Code:	Date:



Exhibit E.8: City Resident Construction Worker Employment & Certified Payroll Requirements

CITY RESIDENCY REQUIREMENTS:

In accordance with the Concession Lease and License Agreement, Section 5.7A, "City Resident Construction Worker Employment Requirement", "Tenant and its Subcontractors must comply with the provisions of Section "2-92-330 of the Municipal Code of the City of Chicago, as amended from time to time concerning the minimum percentage of total construction worker hours worked performed by actual residents of the City. At least 50% of the total construction worker hours must be performed by actual residents of the City of Chicago."

In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

CERTIFIED PAYROLL REPORTS:

In accordance with the Concession Lease and License Agreement, Section 5.7B, "Certified Payroll Reports", weekly certified payroll report (U.S. Department of Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically.

The certified payroll report must include:

- Project Name
- Location ID Number
- Employee's Name
- Employee's Full Address (including zip code)
- Employee's Last Four Digits of Social Security Number
- Employee's Ethnicity
- Employee's Job Title
- Employee's Date of Hire
- Employee's Hours Worked

Link to U.S. Department of Labor

<https://www.dol.gov/>



Exhibit E.9: Excel Certified Payroll Worksheet (Image is shown for reference only)

Excel CPR Requirements for RMS

SSN	FirstName	LastName	City	State	Zip	Ethnicity	Gender	WorkTitle	Level	PayType	Mon	Tue	Wed	Thur	Fri	Sat	Sun	PayRate
XXXX-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Carpenter		st	8	8	8	8	8	8	8	12.5
XXXX-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Forman Carpenter		ot	1	0	0	0	0	0	0	13
XXXX-XX-0912	Harry	David	Elgin	IL	60123	Hispanic	Male	Forman Carpenter		pot	0	2	0	0	0	0	0	14.5
XXXX-XX-5215	Jo	Silh	Ille	IL	60106	American	Female	Journeyman Laborer		st	8	8	8	8	8	8	8	12.5
XXXX-XX-5215	Jo	Silh	Ille	IL	60106	American	Female	Journeyman Laborer		ot	1	0	0	0	0	0	0	13
XXXX-XX-5215	Jo	Silh	Ille	IL	60106	American	Female	Journeyman Laborer		pot	0	2	0	0	0	0	0	14.5
XXXX-XX-6629	Larry	Vose	Chicago	IL	60646	Caucasian	Male	Apprentice Electrician		st	8	8	8	8	8	8	8	12.5
XXXX-XX-6629	Larry	Vose	Chicago	IL	60646	Caucasian	Male	Apprentice Electrician		ot	1	0	0	0	0	0	0	13
XXXX-XX-6629	Larry	Vose	Chicago	IL	60646	Caucasian	Male	Apprentice Electrician		pot	0	2	0	0	0	0	0	14.5



Exhibit E.10: Concession's Sworn Statement – Affidavit of Concessionaire

Form can be found on the following page:



CONCESSIONAIRE'S SWORN STATEMENT

FINAL

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Date:
Month & Year
Being Reported:

The affiant, , being duly sworn on oath deposes and says that (s)he is the Owner of of the following described premises in Airport, Terminal , Chicago, Illinois.

That for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, that amount paid and the amounts due or to become due to each.

This Concessionaire's Sworn Statement must include ALL firms directly paid by the Concessionaire including, but not limited to, the Prime Contractor, Architectural and Engineering firms, Vendors, and Suppliers. Final Lien Waivers must accompany this form.

Table with 7 columns: NAME OF FIRM, SERVICE PROVIDED, MBE/WBE, ETHNICITY, GENDER, ORIGINAL CONTRACT AMOUNT, CONTRACT AMOUNT PAID. Includes a summary row for TOTALS and a detailed breakdown of contract amounts at the bottom.

Company Name

Subscribed and sworn to before me this day of , 20

Name

Notary Public

Title



Exhibit E.12: Concession's Sworn Statement – Affidavit of Prime Contractor Form

Form can be found on the following page:



PRIME CONTRACTOR'S SWORN STATEMENT

FINAL

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Date:
Month & Year
Being Reported:

The affiant, being duly sworn on oath deposes and says that (s)he is the Owner of and that (s)he has a contract with for work performed on the premises of in Airport, Terminal, Chicago, Illinois.

That for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, that amount paid and the amounts due or to become due to each.

This Prime Contractor's Sworn Statement must include ALL firms; including, but not limited to, Subcontractors, Suppliers and 2nd & 3rd tier subcontractors. Final Lien Waivers must accompany this form.

Table with 7 columns: NAME OF FIRM, SERVICE PROVIDED, MBE/WBE, ETHNICITY, GENDER, ORIGINAL CONTRACT AMOUNT, CONTRACT AMOUNT PAID. Includes a summary row for TOTALS and a detailed breakdown of contract amounts at the bottom.

Company Name
Name
Title

Subscribed and sworn to before me this
day of, 20
Notary Public



Exhibit G.1: Peoples Gas Service Pipe Application Form

An electronic form can be found here:

[New Service Installation Requirements/New Construction | Peoples Gas \(peoplesgasdelivery.com\)](#)

Form can be found on the following page:

PEOPLES GAS SERVICE PIPE APPLICATION

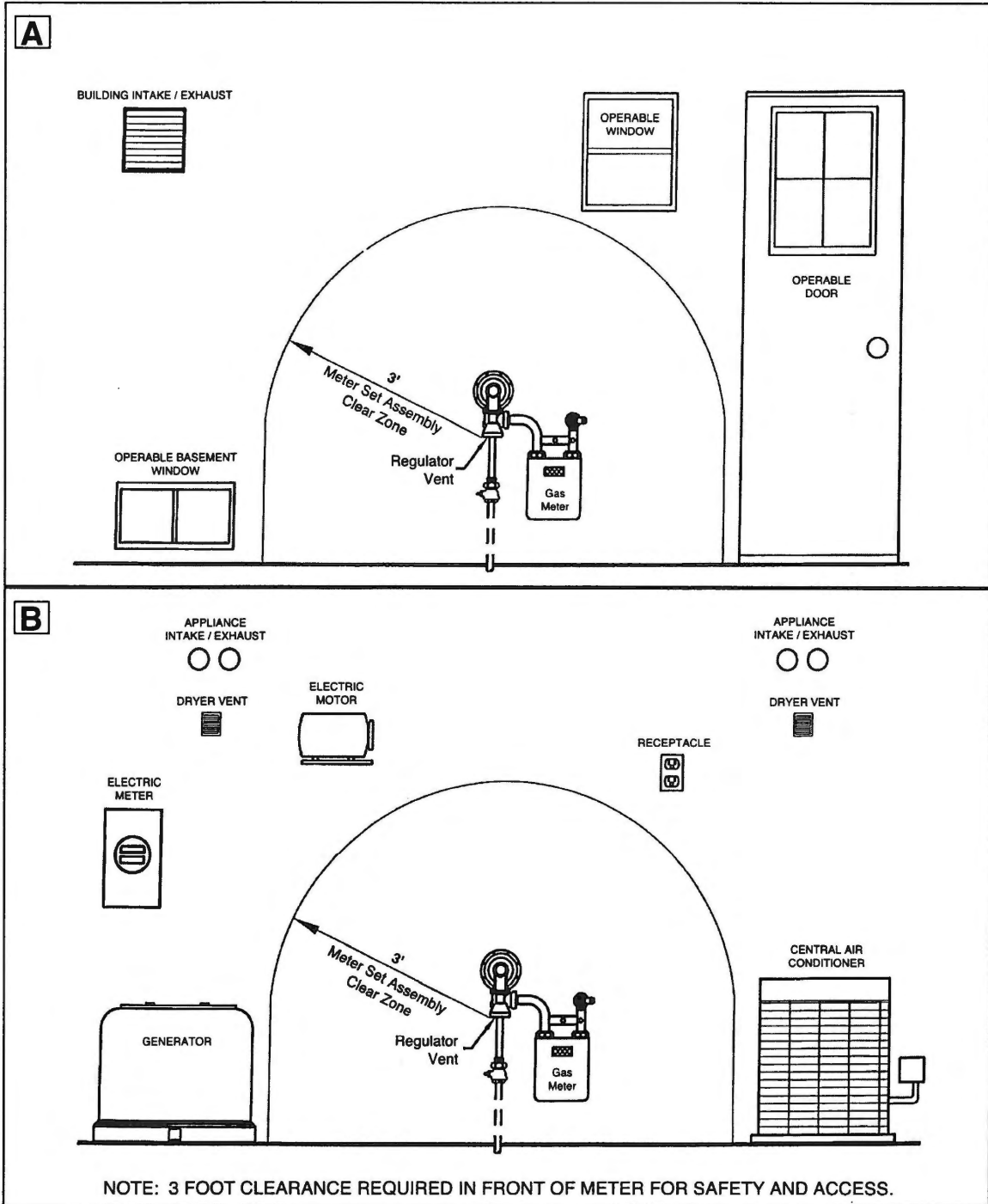
PLEASE FILL OUT THE ATTACHED INFORMATION AND EMAIL BACK TO:

NewServiceApplications@peoplesgasdelivery.com

TEL: 773-542-7923 FAX: 920-430-6070

Section 1					
Account name			Federal ID # / Social Security #		
Business description					
Proposed service address		Zip	Contact name		
Account phone	Contact phone	Contact fax	Contact email		
Account billing address		City	State	Zip	
Description of building			Construction status Choose from dropdown		
# of residential units	# of commercial units	Total number of meters needed			
For single meter only: complete section 2 and 3 For additional meters breakdown: see page 2 and complete section 3					
Section 2					
Gas burning equipment	Quantity	BTU input/each	Gas burning equipment	Quantity	BTU input/each
Furnace(s)			Fireplace(s)		
Water heater(s)			Unit heater(s)		
Range(s)			Make-up air heater(s)		
Dryer(s)			Other - please describe		
Other - please describe			Other - please describe		
Choose a desired meter location (which side or wall): N S E W Front					
Section 3					
<p>The undersigned (herein designated as "Customer") hereby requests the Company to provide gas service facilities at the address shown on this application, and hereby consents and agrees to such installation and to the maintenance of such facilities, all in accordance with the applicable provisions of the Orders of the Illinois Commerce Commission and the Terms and Conditions of Service of, and Riders to, the Company's Schedule of Rates on file with the Illinois Commerce Commission, and Customer further agrees to pay the Company on a jobbing contract basis all costs incurred by the Company installing or relocating gas service facilities not borne by the Company pursuant to such provisions or this application.</p> <p>The Company agrees to make, at its own expense, ordinary concrete floor repairs and Customer agrees to make, at his own expense, any floor repairs occasioned by service pipe installations involving a type of flooring other than ordinary concrete. Customer further agrees (a) to provide a suitable space, satisfactory to the Company, for the installation of the Company's regulators, meters and metering equipment and, if the meter is not temperature compensated, the temperature in such space shall be maintained at all times by Customer at not less than 40° F; (b) to reimburse the Company for the cost of furnishing and installing any special equipment required by City Ordinance or by the Board of Underwriters, if located along the service pipe installed under this application; (c) to pay for any estimated amount of additional service installation costs occasioned by existing abnormal obstructions which impede normal construction procedures; and (d) to hold the Company harmless from any and all damages to sidewalks, driveways, lawns or other buildings, necessarily caused by the work provided for herein.</p>			<p style="text-align: center;">MUST draw a diagram of the building below showing windows, doors and the desired meter location</p> <p>Indicate direction</p> <div style="text-align: center;"> </div> <div style="text-align: center; margin-top: 20px;"> </div> <p style="margin-top: 20px;"> Street name: Lot line </p>		
THIS APPLICATION IS SUBJECT TO APPROVAL OF THE CREDIT SECTION OF THE COMPANY					
ACCEPTED: SIGN HERE:		DATE		CONSENT OF OWNER OF BUILDING The owner of the building at the address shown above hereby consents to the installation of the service pipe upon the conditions stated in the above agreement.	
X PRINT (CUSTOMER)		X TITLE			
ADDRESS		ZIP CODE		OWNER	
X				DATE	

Gas Meter Clearance Requirements



(Sub)Exhibit 11.
(To Concession Lease And License Agreement)

City Of Chicago
Economic Disclosure Statements And Affidavits.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

HFE HPH SK ORD T5 LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 123 Second Street
Sausalito, CA 94965

C. Telephone: 415-870-2003 Fax: _____ Email: glenn.meyers@lightflyingfoods.com

D. Name of contact person: Glenn Meyers

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

ORD-T5 Concession - Bronzeville Bar + Bites

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership
- Yes No
- Trust
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Glenn Meyers	CEO
Colton Meyers	President
Zachary Meyers	President

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
High Flying Foods ORD LLC	123 2nd Street, Sausalito, CA 94965	45%
Hyde Park Hospitality LLC	171 N Aberdeen 4th Floor #55, Chicago, IL 60607	45%
Santa Klorina LLC	2224 W Hulron St 1st, Chicago, IL 60612	10%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (<u>indicate whether paid or estimated.</u>) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	--

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
 - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

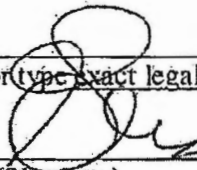
C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

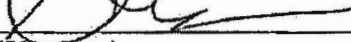
E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.



(Print or type exact legal name of Disclosing Party)

By: 

(Sign here)

Glenn Meyers

(Print or type name of person signing)

CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) _____;

at _____ County, _____ (state).

See attached

Notary Public

Commission expires: _____

JURAT

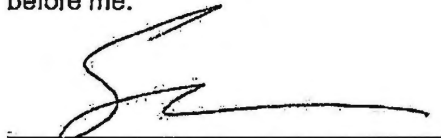
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Marin

Subscribed and sworn to (or affirmed) before me on this 1st day of May
2024 by Glenn Meyer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Chicago
(Title or description of attached document)

Economic Disclosure Statement
(Title or description of attached document continued)
and Affidavit - Certification

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord, and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity (for example, as underwriter and limited partner in a multi-family housing transaction), please indicate each such capacity in Section I.F. of the EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. **Applicants:** An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of the legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. **Entities holding an interest:** Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. **Controlling entities:** Whenever a legal entity directly or indirectly controls the Applicant, each such controlling legal entity must file an EDS on its own behalf.

Rules Regarding
Economic Disclosure Statement and Affidavit

These Rules are promulgated pursuant to Section 2-154-050 of the Municipal Code of Chicago ("Code"). These rules are intended solely to provide guidance on interpretation of Chapter 2-154 of the Code and are not intended to abrogate any disclosure requirements contained in 65 ILCS 5/8-10-8.5, as applicable.

1. The following entities listed in (a) through (i) shall not be required to file an EDS:
 - (a) any unit of government in the United States or any agency or instrumentality thereof;
 - (b) any unit of government of a foreign government recognized by the United States government, or any agency or instrumentality of such unit of government;
 - (c) a pension fund maintained by, or for the benefit of, an entity covered under (a) or (b) above;
 - (d) an enterprise created by Federal or state statute, but not formed as a corporation (e.g., Fannie Mae, Federal Home Loan Corporation, SLM Corporation);
 - (e) an entity directly owned by an entity covered under (a) or (b) above (e.g., Government National Mortgage Association);
 - (f) a foundation having a current tax exemption under Section 501(c) of the Internal Revenue Code, so long as such foundation provides a copy of its most recent IRS Form 990;
 - (g) a registered investment adviser, so long as such registered investment adviser provides a copy of its most recent Form ADV and its most recent amendment thereto;
 - (h) a mutual fund, so long as such mutual fund provides a copy of its form N-1A and the most recent amendment thereto; or
 - (i) such other entity that is regulated by and required to make periodic filings with the federal Securities and Exchange Commission under the Securities Act, the Securities and Exchange Act, the Williams Act the Public Utility Holding Company Act, or the Investment Company Act or pursuant to comparable foreign securities regulatory and filing requirements, provided that (i) such entity provides a copy of such most recent filing or report, and (ii) the Corporation Counsel determines that such filing or report and the entity's disclosures therein reasonably satisfy the purposes and intent of the EDS Form.

2. Section 2-154-010 of the Municipal Code requires disclosures to be made when a person or entity "makes application to the City of Chicago for action." This phrase shall be construed not to apply to a transaction, and thus not to require submission of an EDS in conjunction with that transaction, if either A, B, C or D below applies:

- (a) If the contracting party is providing money or other in-kind goods or services to the City in exchange solely for advertising or promotional rights relating to a City-produced

festival, fair, event or seasonal program (an example of a seasonal program is Riverwalk).

(b) If all of the following circumstances (i) through (iv) are present:

- (i) The action is being undertaken at the request of the City.
- (ii) The action is being undertaken for the primary benefit of the City.
- (iii) The affected party is not seeking the action and would not participate in the action if not for the City's request.
- (iv) The affected party is uniquely situated, such that the City would be unable to seek the benefit at issue from a different party. Examples include an easement granted for the City's benefit, or site access granted by a railroad or airline for the City's benefit.

(c) If the City is legally obligated, pursuant to an ordinance or an existing contract, to execute an agreement with a party for a transaction and the City is not permitted, under its existing legal obligation, to exercise discretion in the selection of such party (e.g., a lender to an Applicant with whom the City is executing a subordination or intercreditor agreement, a third-party depository or escrow agent or the Applicant's landlord or tenant, or a similar co-participant in a deal involving an Applicant).

(d) If the City enters into a subordination agreement or other form of intercreditor agreement with a private lender to an Applicant, which agreement is required by a governmental entity, instrumentality or agency (e.g., the United States Department of Housing and Urban Development) in connection with the provision of financing for affordable housing from the City to such Applicant, such private lender shall not be required to submit an EDS solely by virtue of such agreement.

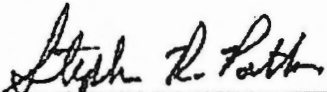
3. The participation in a transaction by a party solely in that party's capacity as an escrowee or similar administrative capacity, where that party otherwise has no contracting relationship with the City in that transaction, shall not obligate that party to submit an EDS.

4. If a Disclosing Party is required to supplement an EDS filing to comply with the requirements of Chapter 1-23, as incorporated into Section 2-154-020, of the Code, regarding that party's status as eligible to do business with the City, such supplemental disclosure shall be provided in writing to the Office of the Corporation Counsel.

5. The terms "ownership interest" and "beneficial interest" as used in Section 2-154-010(a)(1) shall, for owners of shares in corporations, refer only to those shareholders who have the right to receive dividends or other distributions of money from the corporation.

NOTE: The exceptions in these Rules are set forth as a general matter, and depending on the facts

and circumstances of a particular transaction, the City reserves the right to require an EDS from any one or more of the types of entities listed herein.



Stephen R. Patton

12/17/15
Date

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

High Flying Foods ORD LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: HFF HPH SK ORD T5 LLC

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 123 2nd Street
Sausalito, CA 94965

C. Telephone: 415-870-2003 Fax: _____ Email: glenn.meyers@highflyingfoods

D. Name of contact person: Glenn Meyers

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

ORD-T5 concession - Bronzeville Bar + Bites

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership
- Yes No
- Trust
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>Glenn Meyers</u>	<u>CEO</u>
<u>Zachary Meyers</u>	<u>President</u>
<u>Colton Meyers</u>	<u>President</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
High Flying Foods	123 2nd Street, Sausalito, CA 94965	100%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

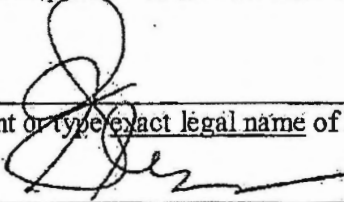
C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.



(Print or type exact legal name of Disclosing Party)

By: _____
(Sign here)

Glenn Meyers
(Print or type name of person signing)

CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) _____,

at _____ County, _____ (state).

See attached
Notary Public

Commission expires: _____

JURAT

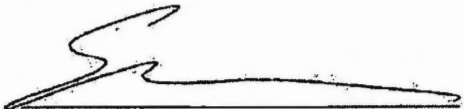
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Marin

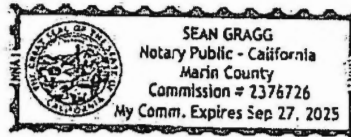
Subscribed and sworn to (or affirmed) before me on this 1st day of May, 2024 by Glenn Meyers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

INSTRUCTIONS

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Chicago
(Title or description of attached document)

Economic Disclosure Statement
(Title or description of attached document continued)

and Affidavit - Certification

Number of Pages _____ Document Date _____

Additional information _____

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[] Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

High Flying Foods

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

HFF HPH SK ORD T5 LLC

B. Business address of the Disclosing Party:

123 Second Street
Sausalito, CA 94965

C. Telephone: 415-870-2003 Fax: _____ Email: glenn.meyers@highflyingfood

D. Name of contact person: Glenn Meyers

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

ORD-T5 Concession - Bronzeville Bar + Bites

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of California

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>Glenn Meyers</u>	<u>CEO</u>
<u>Colton Meyers</u>	<u>President</u>
<u>Zachary Meyers</u>	<u>President</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Glenn Meyers		80%
Colto Meyers		10%
Zachary Meyers		10%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
 - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[] Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[] Yes [] No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

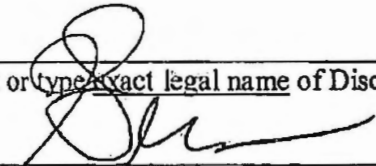
D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By: 
(Sign here)

Glenn Meyers
(Print or type name of person signing)

CEO
(Print or type title of person signing)

Signed and sworn to, before me on (date) _____

at _____ County, _____ (state).


Notary Public

Commission expires: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN

On 5/2/2024 before me, HOWARD SALKIN NOTARY PUBLIC
(Here insert name and title of the officer)

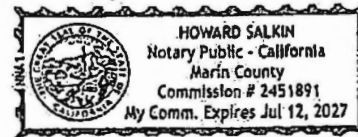
personally appeared GLENN MEYERS
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Howard Salkin
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Business Disbursement Statement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 15 Document Date 5/2/24

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
CEO
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Hyde Park Hospitality, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the
Applicant OR

2. a legal entity currently holding, or anticipated to hold within six months after City action the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: HFF HPH SK ORD T5, LLC

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 17 N Loomis St #1A, Chicago, IL 60607

C. Telephone: (312) 433-0300 Fax: _____ Email: Marc@HydeParkHospitality.com

D. Name of contact person: Marc Brooks

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

ORD T5 / Bronzeville Bar + Bites

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following: NA

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
- Person
 - Limited liability company
 - Publicly registered business corporation
 - Limited liability partnership
 - Privately held business corporation
 - Joint venture
 - Sole proprietorship
 - Not-for-profit corporation
 - General partnership
 - (Is the not-for-profit corporation also a 501(c)(3))?
 - Limited partnership
 - Yes No
 - Trust
 - Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Marc Brooks	President & Chief Executive Officer

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state ANone.

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Marc Brooks	17 N Loomis St #1A, Chicago, IL 60607	100%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [] Yes [X] No

If Yes to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago (AMCC)) in the Disclosing Party? [] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: hourly rate or t.b.d. is not an acceptable response.
<u>None</u>			

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes [X] No [] No person directly or indirectly owns 10% or more of the Disclosing Party.

If Yes, has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[] Yes [] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any Contractor (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, Disclosure of Subcontractors and Other Retained Parties);
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any controlling person [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management (ASAM®).
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with N/A or none).

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a gift does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with N/A or none). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[] is [X] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS.

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If Yes, answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked No to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Hyde Park Hospitality, LLC
(Print or type exact legal name of Disclosing Party)

By: [Signature]
(Sign here)

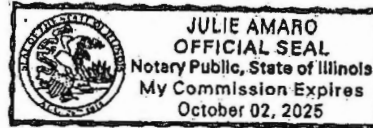
Marc Brooks
(Print or type name of person signing)

President & CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) 05/02/2024.

at Cook County, IL (state).

[Signature]
Notary Public



Commission expires: October 02, 2025.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any Applicable Party or any Spouse or Domestic Partner thereof currently has a familial relationship with any elected city official or department head. A familial relationship exists if, as of the date this EDS is signed, the Disclosing Party or any Applicable Party or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

Applicable Party means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. Principal officers means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any Applicable Party or any Spouse or Domestic Partner thereof currently have a familial relationship with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Santa Klorina LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: HFF HPH SK ORD T5 LLC

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 155 W. Kinzie St. Chicago IL 60654

C. Telephone: 773-348-8899 Fax: _____ Email: Korina@thirdcoasthg.com

D. Name of contact person: Korina Sanchez

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

ORD T5 Concession - Bronzeville Bar and Bites

G. Which City agency or department is requesting this EDS? Dept of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3)?
- Limited partnership
- Yes No
- Trust
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Korina Sanchez	Manager
Samantha Sanchez	Manager

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Korina Sanchez	155 W. Kinzie St. Chicago IL 60654	60%
Samantha Sanchez	155 W. Kinzie St. Chicago IL 60654	40%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Santa Klorina LLC
(Print or type exact legal name of Disclosing Party)

By: [Signature]
(Sign here)

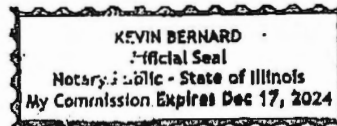
Korina Sanchez
(Print or type name of person signing)

Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) 5-2-24

at Cook County, IL (state).

[Signature]
Notary Public



Commission expires: 12-17-24

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC, Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

(Sub)Exhibit 12.
(To Concession Lease And License Agreement)

Airport Concession Program Handbook.

INTRODUCTION:

The City of Chicago ("City") and the Chicago Department of Aviation ("CDA") welcome you to the family of concessionaires operating at the City's airports. Your concession represents an excellent business and professional opportunity to serve the traveling public as well as operate a profitable enterprise. In order to ensure quality and uniformity among all concessions, we have designed a Concessions Program that is outlined in this handbook. It is important that you review and adhere to these standards as they will serve as tools for the successful operation of your concession.

THE CONCESSIONS PROGRAM:

The CDA's Airport Concessions Program serves as the primary resource to meet the needs of the traveling public with regard to the provision of quality, reasonably-priced goods and services at Chicago's airports. To this end, CDA is further responsible for the outreach, selection, coordination and monitoring of concessionaires. In order to fulfill these responsibilities, CDA has several functional units that, as part of their overall duties, operate as liaisons to prospective and existing concessionaires. The primary units and their concession-related functions are as follows:

<u>CDA UNIT</u>	<u>FUNCTIONS</u>
Commissioner's Office	Policy generation and resolution.
Managing Deputy Commissioner	Overall coordination of revenue, finance, bonding, insurance, property management and concessions functions/issues including merchandising plans, outreach, proposal generation and evaluation contract negotiation, and overall coordination and processing.
Assistant Commissioner	Assist in overseeing Concessions, the monitoring program and general airport guidelines.
Concession Management Representative ("CMR")	Entity retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.
Planning/Coordinating Architects	Plan and design review; construction coordination and monitoring.
Finance/Revenue	Financial reporting, review and auditing.
Security	Coordination of security identification and other related issues.

THE MONITORING PROGRAM:

The Monitoring Program is designed to provide a process to ensure that concessions operating in the Airports comply with the ordinances and policies of the City, provisions of their respective Lease Agreements and specific airport guidelines as established by the CDA. The primary areas that will be reviewed include financial commitments, maintenance of concession space(s), licensing (where required), and overall adherence to the provisions of the Lease Agreement.

The intent of the Monitoring Program is to benefit the traveling public and other airport visitors, concessionaires and the City.

THE PRE-MONITORING PROCESS:

After a prospective concession is selected by CDA there are five stages that precede the commencement of the Monitoring Program.

STAGE 1 - CITY COUNCIL APPROVAL

Upon completing lease negotiations with the concessionaire, CDA forwards the lease agreement ("Agreement"), signed by the Tenant, to the City's Law Department. After the Law Department's review of the form and legality of the proposed concession agreement, the proposed tenant is introduced to the full City Council. City Council sends the Agreement to the Aviation Committee for review. The Aviation Committee approves, rejects or requests further information. Once approved by the Aviation Committee, the recommendation is forwarded to the full City Council for final approval. In most cases, recommendations submitted to the full Council by Committee are ratified, usually at the next meeting. This approval is documented in the "Journal of Proceedings." The documented approval and contract are then forwarded to the Mayor and other pertinent City departments for execution.

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

STAGE 3 - DESIGN APPROVAL

All concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit. The Planning and Architecture departments will review the concept, and if the approval is given, a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the CDA requirements and aesthetic appeal. Upon providing approval of the 100% plans, Architecture will send a letter to the concessionaire giving authority to apply to the City Buildings Department for building permits. In no case may construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the CMR for the purpose of providing the concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

Following the operations meeting, the CMR will schedule a pre-construction meeting with CDA. Prior to the meeting, the General Contractor for the project will submit all documents, permits and approvals to CDA for review. Construction may begin following approval at the pre-construction meeting.

STAGE 5 - CONSTRUCTION

After the contract is finalized, each concessionaire has a specified period to commence and complete construction based on approved design and construction specifications. During this period each concessionaire has the responsibility to expeditiously begin and obtain all necessary approvals, licenses, insurances, etc. Each concessionaire should maintain communication with the CMR during the process to ensure that all construction and licensing requirements are addressed in a timely fashion. It is important that the concession be open to the public within the time parameters specified in the Agreement.

KEY ELEMENTS OF THE MONITORING PROGRAM:

The Concessions Monitoring Program consists of three primary elements: operations reviews, audits and pricing reports. Operations reviews will be conducted on an ongoing basis by the CMR. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

Financial and compliance audits will be conducted on an annual and periodic basis, respectively. Financial audits will review all financial, bonding and insurance related requirements.

As specified in the Agreement, each concession shall submit an annual pricing report.

PHYSICAL INSPECTIONS

The Monitoring Process will include ongoing site inspection of each concession site by the CMR. Typical inspections will consist of reviews of facilities, general maintenance, employee practices, product/price conformity and space utilization. Inspection staff will use the CMR Operation Review Form (Appendix 2) to record their findings and observations. Reviews will be sent to the concession manager for review and follow-up on all review items. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

FINANCIAL AUDITS

In accordance with the provisions of the standard Concession Lease Agreement, CDA reserves the right to require a certified public and/or City audit of all books, ledgers, journals, accounts and records of its concessions.

COMPLIANCE AUDITS

On a regular basis, the CDA will review compliance with insurance coverage, financial commitments and financial reporting requirements. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation. Additionally, compliance with ACDBE Special Conditions will be audited.

SECRET SHOPPING

The CDA, from time to time, may hire an outside contractor to perform "secret shopping" and evaluate employee performance of each concession location. Such reviews shall be used to monitor customer service and cash handling procedures among other things.

SUMMARY:

The Monitoring Program will provide a basis of uniformity to all concessions. Adherence to the Concession Lease Agreement as well as the elements of this Handbook will contribute to the successful operation of your business.

The following Appendices will further delineate additional information/requirements stated above.

APPENDIX 1

PHYSICAL INSPECTION STANDARDS:

FACILITY MAINTENANCE STANDARDS

ITEMS:

- Overall appearance
- Cleanliness of counters, displays, floors, fixtures, equipment, etc.
- Litter management/control
- Pest control

STANDARD:

- Clean and neat to the eye.
- Free of dust and litter upon inspection.

ACTION:

- Expect employees to clean/dust/sweep/vacuum/mop daily.
- Utilize covered metal waste receptacles.
- Have waste receptacles in high traffic areas.
- Empty waste receptacles into designated compactor areas on a regular basis.
- Have grease traps serviced and cleaned as often as necessary.
- Instruct employees to look for and clean problem areas.
- Provide for regular pest control service to sales and storage areas.
- Have a plan/system for emergency clean-ups and replacement of broken or worn fixtures. Report any damage to the premises to CDA and your insurance company (if applicable) immediately.

ITEMS:

- Lease line maintenance
- "Pop-out" areas

STANDARD:

- All customer lines must be maintained within the Leased area.
- Merchandise and displays must be maintained within the Leased area.
- Solicitation and sampling must be maintained within the Leased area.
- Only CDA approved fixtures may be placed in the pop-out area (if so designated in the Agreement) at the front of the space.

ACTION:

- Train employees to direct customer lines so they do not spill out into the public corridor.
- Review tenant design criteria for approved merchandising and fixtures.
- Obtain written approval from CDA prior to adding or removing any merchandise fixtures or other objects within the pop-out area.

ITEMS:

Altering of layout
Renovations/construction Signage/advertising

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation.

ACTION:

Consider areas for improving the concession location either from layout changes or renovation.
Submit requested changes for approval with appropriate drawings, etc., to the CMR prior to initiation of the changes.
All signs must be professionally produced.
All signs and sign holders must be kept clean and in good repair.
All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

ITEMS:

Properly functioning equipment

STANDARD:

Preventative maintenance program.
Ongoing, reliable, licensed source for immediate repairs.

ACTION:

Have employees' spot check all equipment for possible malfunction.
Maintain a back-up/alternative plan.
Repair equipment as soon as possible.

EMPLOYEE STANDARDS**ITEMS:**

Courteous and professional appearance
Proper dress
Proper identification including CDA security badge
Customer Service
Attend customer service meetings, as offered

STANDARD:

Employees should be polite and courteous to the traveling public.
Employees must wear clean and neat uniforms or approved attire.
Employees must not eat while on duty.
Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

Employees must be familiar with the Merchant Handbook.

Employees are to offer general public services:

- Making change
- Giving directions

ACTION:

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.

Give all new employees airport tours so they are familiar with the airport layout and available services.

Encourage employees to be polite and courteous.

Provide necessary employee breaks to discourage eating while on duty.

Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.

Supply employees with company identification.

Obtain CDA security badges for all employees.

Supply employees with a company policies and procedures manual so that they know what is expected of them.

ITEMS:

Sanitary handling of foods/beverages

Proper cleaning and maintenance of food areas

STANDARD:

Employees must handle food in a safe and sanitary manner.

Employees must comply with all company and governmental health regulations and Lease requirements.

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods. Obtain and post proper instructions regarding health information available from City, State and Federal sources.

Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.

A Certified Food Manger must be on-site during food preparation. A Safe Food Handling Certificate must be posted.

PRODUCT STANDARDS

ITEMS:

Selling of authorized products only

Adequate inventory level

Proper/professional approved signage

Merchandising

Product pricing

STANDARD:

- Only authorized products can be sold as determined in the Lease Agreement.
- Only use professionally produced or printed signage as approved by CDA.
- Merchandising permitted only within the confines of the locations, unless as authorized in writing, by CDA.
- Must adhere to Value Pricing as provided in the Lease Agreement.

ACTION:

- Use professionally produced, approved signage only.
- Consider innovative ways to merchandise your products/services.
- Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.
- Maintain adequate inventory levels.
- Notify the Department when adding, deleting or changing merchandise or changing prices.
- Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS**ITEM:**

- Storage Area
- Corridors, common areas
- Pick-up, delivery and disposal

STANDARD:

- Safe use of storage space.
- Proper storage of potentially flammable items in accordance with fire codes.
- Provide adequate ingress and egress within storage space.
- Clear aisles and corridors.
- Pick-ups and deliveries during designated hours at designated locations as determined by CDA.
- Refuse disposal during designated hours at designated locations as determined by CDA.

ACTION:

- Use storage space wisely.
- Maintain a system providing for access by authorized personnel only.
- Report any tampering with or malfunctioning of security locks, gates, etc.
- Keep corridors and common areas free of debris, trash, carts and stock.
- Provide pest control service on a regular basis.
- Refrain from using luggage carts for deliveries.
- Dispose of refuse during designated hours.

APPENDIX 2

CONCESSIONS INSPECTIONS ARE DOCUMENTED USING THE CHICAGO DEPARTMENT
OF AVIATION'S AIRPORTWARE RETAIL MANAGEMENT SYSTEM FOR AIRPORTS

F&B Storage**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Façade, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained? Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product? Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning - Drains need cover/screen Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110) Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire? Are

Off-Shift Staff Affecting On-Shift Staff?

Monthly F&B**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Are Sinks draining properly?

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

Retail**Documents/Logs**

- Are Maintenance Audits Posted and Filled Out?
- Are Prices Prominently Marked or Signed?
- Is the Business License on-site?
- Is the Food Temp Log on-site?
 - Food Temps have not been taken/Temps okay
- Is the Pest Control Log on-site?

Equipment

- Are Refrigerator/Freezer Temps Okay and in Good Repair?
 - Cooler needs repair
 - External Temp gauges not working
 - Freezer needs repair
 - Inside of Cooler/Refrigerator/Freezer needs cleaning
 - Outside Doors of Refrigerator/Freezer needs cleaning
 - Refrigerator needs repair
- Is Cash Register Clean and Maintained?

Exterior

- Are Blade, Facia, and Sign Holders in Good Condition?
- Are Hours of Operation Posted?
- Are Signs/Items Infringing on Corridor? Is Façade Clean and Maintained?

Interior

- Are Ceilings/Walls/Floors Clean and Maintained?
- Are Counters Clean and Maintained?
- Are Fixtures and Furniture Clean and Maintained?
- Are Light Fixtures and Lights Clean and Maintained?
- Are Supplies/Product Raised off the Floor?
- Are Trash Receptacles Clean and Maintained?
- Is Cash Wrap Clean, Free of Debris, and Maintained?
- Is Front of House/Dining Area Clean and Maintained?
- Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

- Are Merchandise/Product Levels Adequate?

Pest Control

- Is there Pest Evidence?
 - Flies
 - Mice
 - Mouse Droppings
 - Roach Droppings
 - Roaches

Safety Requirements

- Are Cleaning Supplies Segregated from Merchandise/Product? Are Exit Sign in Good Condition?
- Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

- Are Employee IDs Visible Above the Waist?
- Are Employees Courteous, Informed, and Greeting Customers?
- Are Employees Eating or on the Phone?
- Are Employees Wearing Appropriate Attire?

Retail Storage**Documents/Logs**

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair

- External Temp gauges not working

- Freezer needs repair

- Inside of Cooler/Refrigerator/Freezer needs cleaning

- Outside Doors of Refrigerator/Freezer needs cleaning

- Refrigerator needs repair

Is Cash Register Clean and Maintained?

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor? Is

Façade Clean and Maintained?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies

- Mice

- Mouse Droppings

- Roach Droppings

- Roaches

Safety Requirements

Are Cleaning Supplies Segregated from Merchandise/Product? Are

Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire

Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Weekly F&B**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Is Bar Area Clean and Maintained?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

APPENDIX 3

FINANCIAL AUDIT STANDARDS:

In accordance with the provisions of most Concession Lease Agreements, CDA reserves the right to audit and review the records of each concession as they relate to the operation of the concession. Therefore, the following will serve as the standards and practices that will govern those audits/reviews.

Lease Fees

Each concessionaire shall submit the rent and fees in accordance with its Agreement.

Records

Each concession is required to maintain true and accurate accounts, records, books and data recording all sales made and services performed on the premises for cash, credit or other conveyance including the gross receipts. The following represent appropriate practices that will reflect the prior stated requirements:

- Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.
- Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.
- Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.
- Other items as required in the Agreement.

Insurances

The following insurances are customarily required during the terms of the Agreement and should be maintained at the levels specified by the Agreement:

- Worker's Compensation
- Comprehensive General Liability
- Comprehensive Automobile Liability
- Property Insurance
- Other insurance as required in the Lease Agreement

The City of Chicago will be named as "Additional Insured", with the following language: "The City, and its elected and appointed officials, agents, representatives, and employees shall be named as additionally insureds..."

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of the Agreement.

APPENDIX 4

CONCESSIONS OPERATING STANDARDS:

General Airport Guidelines

The following guidelines are examples of the types of issues that will be reviewed with the City's CMR, who will provide each operator with specific guidelines for their concession.

- Pick-up and deliveries to/from specific areas at specified times.
- Refuse disposal at specific and designated areas/times.
- Unauthorized use of restricted Airport areas.
- Adherence to minimum business operating hours.
- Agreement to emergency hours as may be determined by CDA under special conditions.
- Elevator use at designated times.
- Ingress and egress from designated areas, as outlined in Agreement.
- Proper and improper use of signage.

Laws and Ordinances

- CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.
- All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation at the Airport.
- Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.

APPENDIX 5**KEY DEPARTMENT OF AVIATION PERSONNEL:**

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Castalia Serna Deputy Commissioner of Concessions	(773) 894-3059
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3730
Drew Homyk Projects Administrator / MDW	(773) 838-3992
Horatio Watson Projects Administrator	(773) 894-3321
Marc Wright Projects Administrator	(773) 894-5422
Russell Johnson Projects Administrator	(773) 686-4899
Michael Stein Projects Administrator	(312) 489-9080

APPENDIX 6**KEY CONCESSION MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:**

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Joseph Crump Managing Director	(773) 894-3905 (773) 307-9339 (cell)
Andrew Dordek Director of Retail Operations	(773) 894-5463 (773) 620-0749 (cell)
Andy Nystuen Property Manager / ORD	(773) 894-3908 (312) 978-1145 (cell)
Patricia Grzyb Property Manager / MDW	(773) 838-0733 (312) 907-8820 (cell)
Sungjin Choi Construction and Design Manager	(773) 686-7606 (312) 301-1043 (cell)

APPENDIX 7

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.
14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.

17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.
22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.
24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.
25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the

building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.

30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for

damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not

meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.

42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

(Sub)Exhibit 13.
(To Concession Lease And License Agreement)

Liquidated Damages.

Tenant acknowledges the City's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, the City has established liquidated damages and not penalties, as set forth in the table below, that it may assess, in its sole discretion, for various violations of the provisions of this Agreement, the Airport Concession Program Handbook, and/or City Rules and Regulations. Tenant and the City agree that the fines set forth herein are reasonable, and Tenant further agrees to pay to the City in accordance with amounts specified herein upon each occurrence of the specified violation and upon written demand by the City.

Notwithstanding any other liquidated damages provisions provided for in this Agreement, the liquidated damages shown on the table below are intended to reflect the inconvenience to the public and adverse effects on the Airport's operation. Payment of liquidated damages shall not relieve the Concessionaire of responsibility for damage, personal injury, or the harm caused by any of these violations. Tenant further acknowledges that the liquidated damages are not exclusive remedies and the City may pursue other remedies as allowed for in this Agreement and at law, at the Commissioner's or CMR's sole discretion. The City's waiver of any liquidated damages provided for below shall not be construed as a waiver of the violation or Tenant's obligation to remedy the violation.

1. For the first violation of a requirement during any 12-month rolling year, the City will provide written notice to Tenant to correct the violation within the time specified in the notice.
2. For the second and third violation of the same requirement during any 12-month rolling year commencing upon the first notice of violation, liquidated damages shall be immediately assessed with no grace period.
3. Further, after the third violation of the same requirement within any 12-month rolling year, the City reserves the right, in its sole discretion, to deem the repeated violations an Event of Default and to seek any other remedies available to it under this Agreement.

Infraction	1 st Violation	2 nd Violation*	3 rd Violation*
Value Pricing, Article 4.3: Failure to comply with policy referenced	Written Warning	\$250/Incident	\$500/Incident
Operational Requirements, Article 4.4: Failure to comply with Physical Inspection Standards, failure to offer widely accepted payment methods or receipts; failure to respond to customer or government inquiries	Written Warning	\$250/Incident	\$500/Incident
Hours of Operation, Article 4.5: Failure to operate during minimum required hours of operation	Written Warning	\$250/Incident	\$500/Incident
Personnel Standards, Article 4.6: Failure to comply with any of the Standards referenced	Written Warning	\$250/Incident	\$500/Incident
Operation and Maintenance Standards, Article 4.7: Failure to comply with any of the Standards referenced	Written Warning	\$250/Incident	\$500/Incident
Refuse Handling, Article 4.9: Failure to comply with trash handling procedures.	Written Warning	\$100/Incident	\$250/Incident
Signs and Advertising, Article 4.10A: Failure to comply with any sign requirements referenced	Written Warning	\$100/Incident	\$250/Incident

Work Requirements, Article 5.4(A): Failure to complete improvements to be open for business by scheduled date of beneficial occupancy (DBO)	\$250 per day from scheduled DBO	N/A	N/A
Work Requirements, Article 5.5(i)(iv): Failure to complete punch list items within 30 days following the date on which Tenant opens to the public for business	\$200 per day per item	N/A	N/A

_____ (Initial Here)

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

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

[SO2024-0010096]

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

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2024 amendment within Fund Number 925 (SO2024-0010096), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2024 (the "2024 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Office of Budget and Management has been awarded federal grant funds in the amount of \$9,633,000 by the United States Department of Homeland Security for the Shelter and Services program; and

WHEREAS, The City through its Department of Cultural Affairs and Special Events ("DCASE") has been awarded state grant funds in the amount of \$450,000 by the Illinois Department of Commerce and Economic Opportunity ("DCEO") for the Capital Improvements to the Cultural Center program; and

WHEREAS, The City through DCASE has been awarded state grant funds in the amount of \$2,000,000 by DCEO for the NAACP Convention Grant program; and

WHEREAS, The City through its Department of Public Health has been awarded additional federal grant funds in the amount of \$1,759,000 by the United States Department of Housing and Urban Development for the Housing Opportunities for People with AIDS (HOPWA) program; and

WHEREAS, The City through its Department of Family and Support Services has been awarded federal pass-through grant funds in the amount of \$20,000,000 by the Illinois Department of Human Services for the Shelter and Services program; and

WHEREAS, The City through its Department of Transportation has been awarded additional federal grant funds in the amount of \$58,000,000 by the United States Department of Transportation for the Surface Transportation Program; now, therefore,

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

SECTION 1. The amount of \$91,842,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2024. The 2024 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

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

Exhibit "A".

Amendment To The 2024 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
Estimate Of Grant Revenue For 2024:							
	Awards from Agencies of the Federal Government	\$2,616,573,296	\$2,705,965,296				
	Awards from Agencies of the State of Illinois	920,468,000	922,918,000				
925 -- Grant Funds							
		Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
Department Number	Department And Grant Name						
05	Office Of Budget And Management: Shelter and Services Program		\$9,633,000				\$9,633,000
23	Department Of Cultural Affairs And Special Events: Capital Improvements to the Cultural Center NAACP Convention Grant		450,000 2,000,000				450,000 2,000,000

Department Number	Department And Grant Name	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
41	Department Of Public Health: Housing Opportunities for People With AIDS (HOPWA)	\$ 11,000,000	\$ 12,759,000			\$ 11,000,000	\$ 12,759,000
50	Department Of Family And Support Services: Shelter and Services Program		20,000,000				20,000,000
84	Department Of Transportation: Surface Transportation Program	172,000,000	230,000,000			228,423,275	286,423,275

TRANSFER OF FUNDS WITHIN COMMITTEE ON HEALTH AND HUMAN RELATIONS FOR YEAR 2024.

[O2024-0009798]

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

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within Committee on Health and Human Relations for Year 2024 (O2024-0009798), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/Department	Account	Amount
Contracts or Services expenses	0100	0152277	0100	\$7,000

TO:

Purpose	Fund	Code/Department	Account	Amount
Commodities or Supplies expenses	0100	0152277	0300	\$7,000

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

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

TRANSFER OF FUNDS WITHIN 15TH AND 49TH WARD WAGE ALLOWANCE
ACCOUNTS FOR YEAR 2024.

[SO2024-0009174]

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

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning a transfer of funds within 15th and 49th Wards Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0009174), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

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

TO:

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

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward Numbers 15 and 49 during said year.

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

COMMITTEE ON COMMITTEES AND RULES.

CORRECTION OF CITY COUNCIL SPECIAL PAMPHLET OF ORDINANCE REGARDING ISSUANCE OF GENERAL OBLIGATION AND/OR SALES TAX SECURITIZATION CORPORATION BONDS FOR ECONOMIC DEVELOPMENT AND AFFORDABLE HOUSING PROGRAMS.

[O2024-0009589]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 8, 2024, recommends passage of an ordinance (O2024-0009589) correcting the City Council Special Pamphlet copy issued on April 24, 2024 regarding issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development and Affordable Housing Program.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the City Council regular meeting of April 19, 2024, the City Council passed an ordinance regarding the issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development and Affordable Housing Programs; and

WHEREAS, The ordinance was published in special pamphlet form on April 24, 2024; and

WHEREAS, The special pamphlet copy contained scrivener's errors that did not appear on the original document and therefore require correction; now, therefore,

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

SECTION 1. The special pamphlet copy published by the Office of the City Clerk on April 24, 2024 is hereby corrected as follows: 1) by inserting the words: "See Reverse Side For Additional Provisions" on the 17th and 18th printed lines from the top of page 12; 2) by deleting: "30 days" appearing on the 19th printed line from the top of page 16 and inserting: "20 days" in lieu thereof; 3) by deleting: "the proceeds of each series of the Bonds issued hereunder" appearing on the 10th printed line from the top of page 23 and inserting: "Authorized Funds" in lieu thereof.

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

CORRECTION OF CITY COUNCIL PAMPHLET OF ORDINANCE REGARDING
ISSUANCE OF GENERAL OBLIGATION AND/OR SALES TAX SECURITIZATION
CORPORATION BONDS FOR ECONOMIC DEVELOPMENT AND AFFORDABLE
HOUSING PROGRAMS.

[O2024-0009588]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 8, 2024, recommends passage of an ordinance (O2024-0009588) correcting the City Council Pamphlet copy of the substitute ordinance (SO2024-0007838) issued April 19, 2024.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Upon the request of two Alderpersons at the City Council regular meeting of April 17, 2024, the ordinance regarding the issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development and Affordable Housing Programs was deferred and ordered published; and

WHEREAS, The ordinance was published in pamphlet form on April 19, 2024; and

WHEREAS, The pamphlet copy contained Scrivener's errors that did not appear on the original document and therefore require correction; now, therefore,

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

SECTION 1. The pamphlet copy published by the Office of the City Clerk on April 19, 2024 is hereby corrected as follows: 1) by inserting the words: "See Reverse Side For Additional Provisions" on the 16th and 17th printed lines from the top of page 13; 2) by deleting: "30 days" appearing on the 19th printed line from the top of page 16 and inserting: "20 days" in lieu thereof; 3) by deleting "Application Of Bond Sale Proceeds; Reporting." appearing in the 24th printed line from the top of page 23 and inserting: "Application Of Authorized Funds; Reporting." in lieu thereof; and 4) by deleting: "the proceeds of each series of the Bonds issued hereunder" appearing on the 9th and 10th printed lines from the top of page 24 and inserting: "Authorized Funds" in lieu thereof.

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

CORRECTION OF CITY COUNCIL PAMPHLET OF ORDINANCE REGARDING SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE.

[O2024-0009561]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 8, 2024, recommends passage of an ordinance (O2024-0009561) correcting the City Council Pamphlet copy of the ordinance (O2024-0008842) issued April 19, 2024.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the City Council meeting of April 17, 2024, the ordinance (O2024-0008842) regarding the Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance was deferred and ordered published; and

WHEREAS, The ordinance was published in pamphlet form on April 19, 2024; and

WHEREAS, The pamphlet copy contained scrivener's errors in the attached Exhibit "A" to the ordinance that require correction; now, therefore,

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

SECTION 1. That Page 2 (Exhibit "A") of the pamphlet copy of ordinance (O2024-0008842) regarding the Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance is hereby amended by striking in their entirety the following

columns which were not included on the original document but appeared on the fourth through eighth printed lines of the page:

Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover
--	---	---	--

SECTION 2. That Page 2 (Exhibit "A") of the pamphlet copy of ordinance (O2024-0008842) regarding the Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance is hereby amended by striking the column headings appearing on the seventh and eighth printed lines from the top of the landscaped page:

Strike Amount (2024 Total)	Add Amount (2024 Total)
-------------------------------	----------------------------

and inserting in lieu thereof the following column headings:

Strike Amount		Add Amount	
Number	Amount	Number	Amount

SECTION 3. That Page 2 (Exhibit "A") of the pamphlet copy of the ordinance (O2024-0008842) regarding the Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance is hereby amended by transposing the number "99" appearing on the eleventh printed line from the top of the landscaped page from the column titled "Code" to the column titled "Department And Item" so that "99-Finance General" now appears under the "Code" column.

*SECTION 5. That Page 2 (Exhibit "A") of the pamphlet copy of ordinance (O2024-0008842) regarding the Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance is hereby amended by inserting on the twelfth printed line from the top of the landscaped page the number ".9827" under the "Code" column adjacent to the "Department And Item" column entry for "New Arrivals Services".

SECTION 6. For clarification purposes the printed pamphlet Exhibit "A" page and the corrected Exhibit "A" page are included hereto as Attachment 1.

SECTION 7. This ordinance shall be in full force and effect upon passage and approval.

Attachment 1 referred to in this ordinance reads as follows:

* Editor's Note: Numbering sequence error.

Attachment 1.
(Correction To Pamphlet)

Exhibit "A" Pamphlet Copy (Incorrect)

Exhibit "A".

Amendment To The 2024 Appropriation Ordinance.

Page Code	Department and Item	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
0100 -- Corporate Funds							
21	Prior Year Assigned And Unassigned Available Resources					\$414,310,000	\$484,310,000
99	Finance General New Arrivals Services					\$150,000,000	\$220,000,000

Exhibit "A" Corrected Copy

Exhibit "A".

Amendment To The 2024 Appropriation Ordinance.

0100 -- Corporate Funds

Page	Code	Department And Item	Strike Number	Strike Amount	Number	Add Amount
21		Prior Year Assigned and Unassigned Available Resources		\$414,310,000		\$484,310,000
		99-Finance General				
	9827	New Arrivals Services		150,000,000		220,000,000

CORRECTION OF DECEMBER 13, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

[O2024-0008108]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 8, 2024, recommends passage of an ordinance (O2024-0008108) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of December 13, 2023.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance amending Titles 2 and 6 of the Municipal Code of Chicago regarding notification requirements to employers of proposed civil action for alleged paid leave violations passed by the City Council of the City of Chicago on December 13, 2023 and printed on pages 7602 -- 7611 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting the word "Covered" appearing in the 11th printed line from the top of page 7604 and inserting the struck through word "~~Covered~~" in lieu thereof and by deleting the word "Employer" appearing in the 15th printed line from the top of the same page 7604 and inserting the struck through word "~~Employer~~" in lieu thereof.

SECTION 2. This ordinance shall take effect from and after its passage.

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

REAPPOINTMENT OF CARLTON F. DANIELS-METZ AS MEMBER OF
NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2024-0010093]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, recommends *Approval* of the reappointment of Carlton F. Daniels-Metz as a member of Special Service Area Number 18, the North Halsted Commission (A2024-0010093), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Carlton F. Daniels-Metz as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

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

[A2024-0010094]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, recommends *Approval* of the reappointment of Kearby J. Kaiser as a member of Special Service Area Number 18, the North Halsted Commission (A2024-0010094), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Kearby J. Kaiser as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

REAPPOINTMENT OF DUKE MIGLIN AS MEMBER OF OAK STREET COMMISSION (SPECIAL SERVICE AREA NO. 75).

[A2024-0010095]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, recommends *Approval* of the reappointment of Duke Miglin as a member of Special Service Area Number 75, the Oak Street Commission (A2024-0010095), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Duke Miglin as a member of the Oak Street Commission (Special Service Area Number 75) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
2841 S. ASHLAND AVE.

[O2024-0010115]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 2841 South Ashland Avenue (O2024-0010115), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, 2841 South Ashland LLC, an Illinois limited liability company (the "Conduit Applicant"), had owned the certain real estate located approximately at 2801 South Ashland Avenue, Chicago, Illinois 60608, as further described on Exhibit A hereto (the "Subject Property"), and subsequently transferred the Subject Property to LFJF LLC, an Illinois limited liability company (the "Applicant"); and

WHEREAS, The Applicant has constructed an approximately 33,280-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 assist with the building of a new industrial chicken meat processing facility, create new jobs, and activate a vacant parcel of land in the lower West Side of the City; and

WHEREAS, The Applicant has used the Subject Property for an employee/visitor parking lot, a manufacturing plant facility and a shipping/receiving dock; and

WHEREAS, The Conduit Applicant 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"), with the intention that the Applicant, which is the current owner of the Subject Property, receive the Class 6(b) tax incentive benefits; 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. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property.

Parcel 1:

That part of the Illinois Michigan Canal property lying south of the main canal and west of the South Branch of the Chicago River and known as Block 13 in Canal Commissioners Subdivision of the southwest quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also, the north half of the vacated part of Hillock (formerly Hickory) Street of the tract of land lying between Blocks 13 and 14, east of Ashland Avenue in the Canal Trustees' Subdivision of the southwest quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of Block 14 in Canal Trustees' Subdivision of the south fractional of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, lying north of the northerly boundary line of the land conveyed to the Chicago, Madison and Northern Railroad Company by deed recorded April 5, 1902 as Document Number 3226191, also the southerly 33 feet of a tract of land formerly Hickory Street (now vacated) lying north of and adjoining Block 14 aforesaid, in Cook County, Illinois.

Permanent Real Estate Tax Numbers (PINs)
For The Subject Property:

17-29-308-001-0000;

17-29-308-002-0000; and

17-29-308-003-0000.

SUPPORT OF COOK COUNTY CLASS 6(b) SER TAX INCENTIVE FOR
PROPERTIES AT 4545 AND 4533 W. AUGUSTA BLVD.

[O2024-0010113]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) SER tax incentive for the properties at 4545 and 4533 West Augusta Boulevard (O2024-0010113), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, Freedman Seating Company, an Illinois corporation (the "Applicant"), owns certain real estate located generally at 4545 West Augusta Boulevard (the "Section A") and 4533 West Augusta Boulevard ("Section B"), all in Chicago, Illinois 60651, as further described on Exhibit A hereto (Section A and Section B being referred to as the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately 179,592-square-foot industrial facility on Section A and an approximately 213,000-square-foot industrial facility on Section B, both being located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to retain an existing industrial business that employs 630 full-time workers and to induce the Applicant to invest approximately \$8,265,000 in equipment and related building improvements; and

WHEREAS, It is intended that the Applicant will use the Subject Property for industrial purposes; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) SER tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 3 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the Northwest Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of 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, The Applicant has operated its industrial business on the Subject Property for 25 years prior to the date of application for the Class 6(b) SER tax incentive; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) SER classification or renewal of a Class 6(b) SER 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) SER eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) SER classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) SER classification is necessary for an industrial enterprise to continue operations on such real estate and that the municipality supports and consents to the Class 6(b) SER 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) SER 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 finds that the Applicant has submitted evidence of hardship to support a determination that special circumstances make the incentive necessary for the Applicant to continue operations at the Subject Property and maintain its staff, and that without such designation the Applicant's industrial enterprise would not be economically viable causing the Subject Property to be at imminent risk of becoming vacant and unused.

SECTION 3. The City hereby determines that the incentive provided by the Class 6(b) SER classification for the Subject Property is necessary.

SECTION 4. The City supports and consents to the Class 6(b) SER classification by the Assessor with respect to the Subject Property.

SECTION 5. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 6. 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) SER eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 7. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 8. 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.

Section A.

Parcel 1:

A part of Blocks 14 and 15 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with a part of the 33-foot vacated North Kenton Avenue adjoining said Block 14 on the west; a part of vacated West Rice Street lying between said Blocks 14 and 15, and a part of the 33-foot vacated North Kolmar Avenue lying north of West Chicago Avenue, said parcel being more particularly described as follows: commencing at the intersection of the west line of North Kilbourn Avenue and the north line of West Chicago Avenue, said point being

also the southeast corner of said Block 15; thence south 89 degrees, 46 minutes, 42 seconds west along said north line of West Chicago Avenue, a distance of 330.08 feet to the point of beginning of the tract herein described; thence continuing south 89 degrees, 46 minutes, 42 seconds west along said north line, a distance of 128.89 feet to a point; thence north 25 degrees, 53 minutes, 44 seconds west, a distance of 276.23 feet to a point; thence north 00 degrees, 10 minutes, 48 seconds west, a distance of 15.00 feet to a point in the north line of said Block 15; thence north 00 degrees, 31 minutes, 38 seconds east, a distance of 33.00 feet to a point in the centerline of vacated West Rice Street; thence south 89 degrees, 42 minutes, 30 seconds west along said centerline, a distance of 25.17 feet to a point in the east line of vacated North Kenton Avenue; thence north 14 degrees, 59 minutes, 36 seconds west, a distance of 108.62 feet to a point; thence south 89 degrees, 22 minutes, 52 seconds east, a distance of 77.85 feet to a point; thence south 00 degrees, 20 minutes, 57 seconds west, a distance of 42.00 feet to a point; thence north 89 degrees, 59 minutes, 33 seconds east, a distance of 225.66 feet to a point; thence south 00 degrees, 06 minutes, 50 seconds west, a distance of 357.98 feet to the point of beginning.

Parcel 2:

A part of Blocks 10 and 11 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with a part of the 66-foot vacated street lying between said Blocks 10 and 11, said parcel being more particularly described as follows: beginning at the intersection of the south line of West Augusta Boulevard and the west line of North Kilbourn Avenue; thence south along said west line, a distance of 563.53 feet to a point which is 29.13 feet, more or less, north of the southeast corner of said Block 11; thence south 89 degrees, 50 minutes, 28 seconds west, a distance of 331.19 feet to a point; thence north 00 degrees, 10 minutes, 00 seconds west, a distance of 109.89 feet to a point; thence south 89 degrees, 50 minutes, 00 seconds west, a distance of 8.32 feet to a point; thence north 00 degrees, 10 minutes, 00 seconds west, a distance of 79.97 feet to a point; thence north 89 degrees, 50 minutes, 00 seconds east, a distance of 14.10 feet to a point; thence north 00 degrees, 10 minutes, 00 seconds west, a distance of 191.18 feet to a point; thence south 89 degrees, 50 minutes, 00 seconds west, a distance of 13.78 feet to a point; thence north 00 degrees, 10 minutes, 00 seconds west, a distance of 94.03 feet to a point; thence north 89 degrees, 50 minutes, 00 seconds east, a distance of 13.81 feet to a point; thence north 00 degrees, 10 minutes, 00 seconds west, a distance of 89.13 feet to a point in the south line of West Augusta Boulevard; thence north 89 degrees, 50 minutes, 00 seconds east along said south line, a distance of 327.43 feet to the point of beginning.

Common Address:

4533 West Augusta Boulevard
Chicago, Illinois 60651.

Permanent Index Numbers:

16-03-316-008; and

16-03-316-013.

Section B.

Parcel 1:

That part of Blocks 10, 11 and 14 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of the 66-foot vacated streets, lying between Blocks 10 and 11 and Blocks 11 and 14 and that part of a 33-foot strip of land west of and adjoining Blocks 10, 11 and 14 aforesaid, all lying north and west of the following described lines: commencing at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the south line of said Block 14 extended west as measured along said east right-of-way line; thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railroad company; thence north 14 degrees, 59 minutes, 36 seconds west along a line that intersects the point of commencement for a distance of 108.65 feet to the point of beginning of the lines being described; thence south 89 degrees, 16 minutes, 08 seconds east, 77.85 feet; thence south 00 degrees, 28 minutes, 33 seconds east, 42.0 feet; thence north 89 degrees, 42 minutes, 30 seconds east, 211.93 feet; thence north 00 degrees, 08 minutes, 53 seconds west, 149.70 feet; thence north 49 degrees, 42 minutes, 19 seconds west, 106.53 feet; thence north 43 degrees, 29 minutes, 28 seconds east, 135.65 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 123.23 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 8.32 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 79.97 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 14.10 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 191.18 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 13.78 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 97.60 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 3.81 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 85.56 feet to a point in the north line of Block 10 aforesaid, 337.43 feet west of the northeast corner of said block (except therefrom that part described as follows: beginning at the intersection of the east line of the right-of-way of the Chicago and Northwestern Railway Company and the south line of West Augusta Boulevard; running thence south along the east line of said right-of-way 420 feet; thence northerly to a point in the south line of West Augusta Boulevard

12 feet east of said place of beginning; thence west along the south line of said West Augusta Boulevard to the place of beginning; and except that part described as follows: beginning at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the extended south line of said Block 14, as measured along said east right-of-way line; running thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid, 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railway company; and thence northwesterly to the place of beginning), in Cook County, Illinois.

Parcel 2:

That part of Block 10 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point on the north line of Block 10 aforesaid, 337.43 feet west of the northeast corner thereof; thence north 89 degrees, 50 minutes, 00 seconds east along the north line thereof 10.0 feet; thence south 00 degrees, 10 minutes, 00 seconds east, 89.13 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 13.81 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 3.57 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 3.81 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 85.56 feet to the point of beginning, in Cook County, Illinois.

Parcel 3:

A non-exclusive perpetual easement in favor of Parcels 1 and 2 aforesaid for vehicular and pedestrian ingress and egress as created by grant of easement from American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 5, 1986 and known as Trust Number 100929-06 to Boulevard Bank National Association as trustee under trust agreement dated July 1, 1987 and known as Trust Number 8564 recorded August 24, 1987 as Document 87467309 and filed August 24, 1987 as Document LR3645594 over the following described land: that part of Block 10 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point on the north line of Block 10 aforesaid, 327.43 feet west of the northeast corner thereof; thence south 00 degrees, 10 minutes, 00 seconds east, 30.0 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 23.0 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 30.0 feet to the north line of Block 10 aforesaid; thence south 89 degrees, 50 minutes, 00 seconds west along said north line, 23.0 feet to the point of beginning, in Cook County, Illinois.

Parcel 4:

A non-exclusive easement in favor of Parcels 1 and 2 aforesaid for pedestrian and vehicular ingress and egress as created by declaration of easements from American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 5, 1986 and known as Trust Number 100929-06 to Boulevard Bank National Association as trustee under trust agreement dated July 1, 1987 and known as Trust Number 8564 recorded August 24, 1987 as Document 87467307 and filed August 24, 1987 as Document LR3645592, over the following described land: that part of Blocks 11, 14 and 15 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, and part of the 66-foot vacated streets lying between Blocks 11 and 14 and Blocks 14 and 15 and part of Lots 12 and 13 in the subdivision of the east half of Block 15 of Snyder and Lee's Subdivision aforesaid and part of vacated alley adjoining Lots 12 and 13 and part of vacated street west of and adjoining Lots 12 and 13 described as follows: commencing at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the south line of said Block 14 extended west as measured along said east right-of-way line; thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railroad company; thence north 14 degrees, 59 minutes, 36 seconds west along a line that intersects the point of commencement for a distance of 108.65 feet; thence south 89 degrees, 16 minutes, 08 seconds east, 77.85 feet; thence south 00 degrees, 28 minutes, 33 seconds east, 42.0 feet; thence north 89 degrees, 42 minutes, 30 seconds east, 211.93 feet to the point of beginning; thence north 00 degrees, 08 minutes, 53 seconds west, 149.70 feet; thence north 49 degrees, 42 minutes, 19 seconds west, 106.53 feet; thence north 43 degrees, 29 minutes, 28 seconds east, 135.65 feet; thence north 90 degrees east, 20.0 feet; thence south 00 degrees, 26 minutes, 20 seconds east, 480.04 feet; thence south 89 degrees, 24 minutes, 52 seconds east, 24.0 feet; thence south 03 degrees, 05 minutes, 12 seconds west, 195.19 feet to the south line of Lot 13 aforesaid; thence south 89 degrees, 40 minutes, 00 seconds west along said south line and its westerly extension 30.0 feet; thence north 00 degrees, 49 minutes, 29 seconds west, 358.45 feet; thence south 89 degrees, 42 minutes, 30 seconds west, 13.73 feet to the point of beginning, in Cook County, Illinois.

Parcel 5:

A non-exclusive easement in favor of Parcels 1 and 2 aforesaid for pedestrian and vehicular ingress and egress as created by declaration of easements from American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 5, 1986 and known as Trust Number 100929-06 to Boulevard Bank National Association as trustee under trust agreement dated July 1, 1987 and known

as Trust Number 8564 dated July 31, 1987 and recorded August 24, 1987 as Document 87467307 and filed August 24, 1987 as Document LR3645592 and amended by first amendment to declaration of easements dated August 25, 1987 and recorded December 22, 1987 as Document 87671544 and filed December 22, 1987 as Document LR3676098 over the following described land: that part of Blocks 10 and 11 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of the 66-foot vacated street lying between Blocks 10 and 11 described as follows: commencing at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the south line of said Block 14 extended west as measured along said east right-of-way line; thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railroad company; thence north 14 degrees, 59 minutes, 36 seconds west along a line that intersects the point of commencement for a distance of 108.65 feet; thence south 89 degrees, 16 minutes, 08 seconds east, 77.85 feet; thence south 00 degrees, 28 minutes, 33 seconds east, 42.0 feet; thence north 89 degrees, 42 minutes, 30 seconds east, 211.93 feet; thence north 00 degrees, 08 minutes, 53 seconds west, 149.70 feet; thence north 49 degrees, 42 minutes, 19 seconds west, 106.53 feet; thence north 43 degrees, 29 minutes, 28 seconds east, 135.65 feet to the point of beginning; thence north 00 degrees, 10 minutes, 00 seconds west, 123.23 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 8.32 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 79.97 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 14.10 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 24.31 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 53.50 feet to the west face of a 1-story brick building; thence south 00 degrees, 11 minutes, 22 seconds east along said west face 95.01 feet; thence south 10 degrees, 21 minutes, 40 seconds west along the west face of said 1-story brick building 121.0 feet; thence south 00 degrees, 00 minutes, 00 seconds west along said west face of brick building 13.65 feet to a line drawn north 90 degrees east through the point of beginning; thence south 90 degrees west along said line, 37.17 feet to the point of beginning, in Cook County, Illinois (excepting therefrom that part falling in Parcel 6A).

Parcel 6A:

A non-exclusive easement in favor of Parcels 1 and 2 aforesaid for pedestrian and vehicular ingress and egress as created by declaration of easements made by American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 5, 1986 and known as Trust Number 100929-06 to Boulevard Bank National Association as trustee under trust agreement dated July 1, 1987 and known as Trust Number 8564 recorded August 24, 1987 as Document 87467307 and filed August 24, 1987 as Document LR3645592 and amended by first amendment dated

August 25, 1987 and recorded December 22, 1987 as Document 87671544 and filed December 22, 1987 as Document LR3676098 over the following described land: that part of Blocks 10 and 11 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of the 66-foot vacated street lying between Blocks 10 and 11 described as follows: commencing at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the south line of said Block 14 extended west as measured along said east right-of-way line; thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railroad company; thence north 14 degrees, 59 minutes, 36 seconds west along a line that intersects the point of commencement for a distance of 108.65 feet; thence south 89 degrees, 16 minutes, 08 seconds east, 77.85 feet; thence south 00 degrees, 28 minutes, 33 seconds east, 42.0 feet; thence north 89 degrees, 42 minutes, 30 seconds east, 211.93 feet; thence north 00 degrees, 08 minutes, 53 seconds west, 149.70 feet; thence north 49 degrees, 42 minutes, 19 seconds west, 106.53 feet; thence north 43 degrees, 29 minutes, 28 seconds east, 135.65 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 123.22 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 8.32 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 79.97 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 14.10 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 39.91 feet to the point of beginning; thence continue north 00 degrees, 10 minutes, 00 seconds west, 151.27 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 13.78 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 52.84 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 12.58 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 5.58 feet; thence north 89 degrees, 00 minutes, 00 seconds east, 28.54 feet to the west face of a 1-story brick building; thence south 00 degrees, 10 minutes, 00 seconds east along said west face 51.0 feet; thence south 9 degrees, 33 minutes, 01 second east, 49.01 feet to a corner of a 1-story brick building; thence south 00 degrees, 10 minutes, 00 seconds east along a west face of said 1-story brick building 110.34 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 35.33 feet to the point of beginning, in Cook County, Illinois.

Parcel 6B:

Exclusive easement in favor of Parcels 1 and 2 aforesaid for the sole purpose of parking not more than 12 automobiles, as created by parking easement agreement from American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 5, 1986 and known as Trust Number 100929-06 to Boulevard Bank National Association as trustee under trust agreement dated July 1, 1987 and known as

Trust Number 8564 dated August 25, 1987 and recorded December 22, 1987 as Document 87671545 and filed December 22, 1987 as Document LR3676099 over, on and across the following described land: that part of Blocks 10 and 11 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of the 66-foot vacated street lying between Blocks 10 and 11 described as follows: commencing at a point in the east line of the right-of-way of the Chicago and Northwestern Railway Company 90 feet north of the south line of said Block 14 extended west as measured along said east right-of-way line; thence south along the east line of said right-of-way line 156 feet; thence east on the extended north line of Block 15 in said Snyder and Lee's Subdivision aforesaid 55 feet; thence northwesterly to a point 33 feet north of the north line of said Block 15 and 33 feet east of the east line of said right-of-way of said railroad company; thence north 14 degrees, 59 minutes, 36 seconds west along a line that intersects the point of commencement for a distance of 108.65 feet; thence south 89 degrees, 16 minutes, 08 seconds east, 77.85 feet; thence south 00 degrees, 28 minutes, 33 seconds east, 42.0 feet; thence north 89 degrees, 42 minutes, 30 seconds east, 211.93 feet; thence north 00 degrees, 08 minutes, 53 seconds west, 149.70 feet; thence north 49 degrees, 42 minutes, 19 seconds west, 106.53 feet; thence north 43 degrees, 29 minutes, 28 seconds east, 135.65 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 123.23 feet to the point of beginning; thence south 89 degrees, 50 minutes, 00 seconds west, 8.32 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 79.97 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 14.10 feet; thence north 00 degrees, 10 minutes, 00 seconds west, 24.31 feet; thence north 89 degrees, 50 minutes, 00 seconds east, 53.50 feet to the west face of a 1-story brick building; thence south 00 degrees, 11 minutes, 22 seconds east along said west face 95.01 feet; thence south 10 degrees, 21 minutes, 40 seconds west along the west face of said 1-story brick building 9.43 feet; thence south 89 degrees, 50 minutes, 00 seconds west, 57.60 feet to the point of beginning, (except therefrom that part lying east of a line 2,675 feet west of and parallel with the west face of said 1-story brick building), in Cook County, Illinois.

Common Address:

4545 West Augusta Boulevard
Chicago, Illinois 60651.

Permanent Index Number:

16-03-316-011-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Project Information.

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	Freedman Seating Company, an Illinois corporation
Project (3.01)	The project will rehabilitate and expand the Developer owned manufacturing facility that has been in operation for approximately 130 years.
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	January 1, 2024
Completion Date (3.01)	December 31, 2026
Facility (3.04)	<p>4533 West Augusta Boulevard: approximately 179,592-square-foot industrial building located on the Property.</p> <p>4545 West Augusta Boulevard: approximately 213,000-square-foot industrial building located on the Property.</p>
Minimum Project Investment (3.04)	\$8,700,000, see Project Budget.
Certificate Deadline (5.03)	The date 3 years after the ordinance date.
Notice Addresses (12.14)	<p>If to the Developer: Freedman Seating Corporation, 4545 West Augusta Boulevard, Attention: Craig K. Freedman, CEO/Secretary; with a copy to Richard A. Ginsburg, of counsel, Schmidt Salzman & Moran Ltd., 11 West Washington Street, Suite 1300, Chicago, Illinois 60602.</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>

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 2024.

Notary Public

My commission expires: _____

(Seal)

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said county, in the State aforesaid, do hereby certify that Ciere Boatright, personally known to me to be the Commissioner of 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 (Sub)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 USC Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 USC Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 USC Section 6902, et seq.); (v) the Clean Air Act (42 USC Section 7401, et seq.); (vi) the Clean Water Act (33 USC Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 USC Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 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 (Sub)Exhibit B.

“MBE/WBE Program” shall have the meaning set forth in (Sub)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 (Sub)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 USC 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 therefore) 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 (Sub)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 (Sub)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 Section 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 60 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 100 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 628 full-time equivalent, permanent jobs and 2 part-time equivalent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement. For the purposes of this section only, the jobs covenant includes the instant Project and the linked project at Developer's sister property located at 4500 West Chicago Avenue, Chicago, Illinois.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1 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 (Sub)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 fifty percent (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 Freedman Seating Company constitutes Exhibit "A" to ordinance and printed on pages 14221 through 14228 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Freedman Seating Company read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company)

MBE/WBE Budget.

Minimum Project Investment:	\$8,700,000
Hard Construction Costs:	700,000
M/WBE Targets:	
MBE	182,000 (26 percent)
WBE	42,000 (6 percent)
Total M/WBE Budget:	\$ 224,000

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company)

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
Freedman Seating Company)

Annual Compliance Report.

4543 And 4533 W. Augusta Blvd.
(Freedman Seating Company)

Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.
- The Property is [Insert Percentage] occupied.
- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

Freedman Seating Company

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company)

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 to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
4500 W. CHICAGO AVE.

[O2024-0010112]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 4500 West Chicago Avenue (O2024-0010112), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, Freedman Seating Company, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4500 West Chicago Avenue, Chicago, Illinois 60651, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate and reoccupy approximately 161,500 square feet of vacant space consisting of the entire 2nd floor with 130,000 square feet and a portion of the 1st floor with 31,500 square feet (the "Incentive Premises") in the approximately 260,000-square-foot 2-story industrial facility located on the Subject Property, the remaining portions of the Subject Property being occupied by various tenants; and

WHEREAS, Applicant will cause the Incentive Premises to have a separate permanent index number and legal description from the remaining portions of the Subject Property prior to reoccupying the Incentive Premises; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to create new jobs and increase the City's tax base through the rehabilitation and occupancy of a revamped industrial facility on the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property as part of its West Side manufacturing facility specializing in metalworking machinery; 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 Applicant purchased the Subject Property for value; and

WHEREAS, At the time of purchase, the Subject Property had been abandoned for approximately 14 days; and

WHEREAS, The City determines that certain special circumstances which include the length of the vacancy, current state of disrepair, certain uninhabitable conditions, along with other blighted conditions (the "Special Circumstances") justify a finding that the Subject Property is "abandoned" for the purpose of Class 6(b); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 5 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the Northwest Industrial Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the Special Circumstances justify finding that the Subject Property is deemed "abandoned" for the purpose of Class 6(b) and 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 Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached 'hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property (prior to separation of the Incentive Premises):

A part of Blocks 11, 14 and 15 in Snyder and Lee's Subdivision of the east half of the southwest quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with parts of vacated West Iowa Street, West Rice Street, North Kolmar Avenue and the vacated east/west alley located between said West Rice Street and West Chicago Avenue in the City of Chicago, more particularly described as follows: beginning at the southeast corner of said Block 15, being also the point of intersection of the north line of West Chicago Avenue with the west line of North Kilbourn Avenue; thence, on an assumed bearing, north 00 degrees, 06 minutes, 50 seconds east along the east line of said Block 15 and its northward extension, being also the west line of North Kilbourn Avenue, a distance of 688.24 feet to a point distant 563.53 feet south from the intersection of the said west line of North Kilbourn Avenue

with the south line of West Augusta Boulevard; thence south 89 degrees, 50 minutes, 28 seconds west, a distance of 331.19 feet; thence south 00 degrees, 10 minutes, 00 seconds east, a distance of 13.76 feet; thence south 43 degrees, 29 minutes, 28 seconds west, a distance of 135.65 feet; thence south 49 degrees, 42 minutes, 19 seconds east, a distance of 106.53 feet; thence south 00 degrees, 08 minutes, 53 seconds east, a distance of 149.70 feet; thence north 89 degrees, 42 minutes, 30 seconds east, a distance of 13.73 feet; thence south 00 degrees, 06 minutes, 50 seconds west, a distance of 357.98 feet to a point on the north line of West Chicago Avenue; thence north 89 degrees, 46 minutes, 42 seconds east along the said north line of West Chicago Avenue, being also the south line and its westward extension of aforesaid Block 15, a distance of 330.08 feet to the point of beginning.

Common Address:

4500 West Chicago Avenue
Chicago, Illinois 60651.

Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:

16-03-316-014-0000;

16-03-320-004-0000; and

16-03-320-007-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company.*

4500 W. Chicago Ave.
Chicago, Illinois.

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Project Information	Section 9 Indemnification
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Section 4 Conditions Precedent	(Sub)Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	(Sub)Exhibit C Insurance Requirements
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Section 7 Maintaining Records and Right to Inspect	(Sub)Exhibit E Construction Compliance
Section 8 Environmental Matters	

Project Information.

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	Freedman Seating Company, an Illinois corporation
Project (3.01)	The project will rehabilitate a newly acquired industrial building space and reconfigure Developer's current facility to become its West Side manufacturing facility.
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	July 1, 2024
Completion Date (3.01)	December 1, 2024
Facility (3.04)	The approximately 161,500 square feet (126,500 on entire 2 nd floor and 35,000 on 1 st floor) of vacant space (the "Incentive Premises") in the approximately 260,000 square-foot-industrial building located on the property.

Term (Agreement Section where first used)	Definition
Minimum Project Investment (3.04)	\$3,122,593, see Project Budget.
Certificate Deadline (5.03)	The Date 2 Years After The Ordinance Date.
Notice Addresses (12.14)	<p>If to the Developer: Freedman Seating Corporation, 4545 West Augusta Boulevard, Attention: Craig K. Freedman, CEO/Secretary; with a copy to Richard A. Ginsburg, of counsel, Schmidt Salzman & Moran, Ltd., 11 West Washington Street, Suite 1300, Chicago, Illinois 60602.</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 Incentive Premises 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.

Freedman Seating Company,
an Illinois corporation

By: _____

Name: Craig K. Freedman

Title: CEO/Secretary

City of Chicago

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

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that Craig K. Freedman, personally known to me to be the CEO/Secretary of Freedman Seating Corporation, an Illinois corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and notarial 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 Corporation 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 (Sub)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 USC Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 USC Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 USC Section 6902, et seq.); (v) the Clean Air Act (42 USC Section 7401, et seq.); (vi) the Clean Water Act (33 USC Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 USC Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 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.

“Incentive Premises” shall mean that approximately 161,500 square feet (126,500 on entire 2nd floor and 35,000 on 1st floor) of vacant space (the “Incentive Premises”) in the approximately 260,000-square-foot industrial building located on the Property to be occupied by the Developer and the proportionate share of the parking lot upon the Property.

“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 (Sub)Exhibit B.

“MBE/WBE Program” shall have the meaning set forth in (Sub)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 Incentive Premises 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 Incentive Premises 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 USC 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 Incentive Premises 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 Incentive Premises 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 (Sub)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 (Sub)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 Section 2-156-120 of the Municipal Code.

6.02 Covenant To Redevelop. Developer shall redevelop the Incentive Premises 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 Incentive Premises 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 60 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 100 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 628 full-time equivalent, permanent jobs and 2 part-time equivalent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement. For the purposes of this section only, the jobs covenant includes the instant Project and the project at Developer's sister property located at 4545 West Augusta Boulevard and 4533 West Augusta Boulevard, Chicago, Illinois.

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 (Sub)Exhibit C.

6.10 Compliance With Laws. To the best of Developer's knowledge, after diligent inquiry, the Incentive Premises 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 Incentive Premises. 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 Incentive Premises 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 Incentive Premises.

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 Incentive Premises 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 fifty percent (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 Incentive Premises 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 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 Freedman Seating Company constitutes Exhibit "A" to ordinance and printed on pages 14262 and 14263 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Freedman Seating Company read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment Agreement With
 Freedman Seating Company)

MBE/WBE Budget.

Minimum Project Investment:	\$3,122,593
Hard Construction Costs:	2,693,230
M/WBE Targets:	
MBE	700,240 (26 percent)
WBE	161,594 (6 percent)
Total M/WBE Budget:	\$ 861,834

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment Agreement With
 Freedman Seating Company)

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
Freedman Seating Company)

Annual Compliance Report.

Freedman Seating Company.

(4500 West Chicago Avenue) 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, Freedman Seating Company ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than 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.

Freedman Seating Company

[Insert Date]

(Sub)Exhibit “E”.
(To Tax Incentive Classification Redevelopment Agreement With
Freedman Seating Company)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least

50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the

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

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
5201 W. GRAND AVE.

[O2024-0010104]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 5201 West Grand Avenue (O2024-0010104), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, MTCDI LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 5201 West Grand Avenue, Chicago, Illinois 60639, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately 53,000-square-foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant leased the Subject Property to Moovers Chicago, Inc., an Illinois corporation, who will use the Subject Property for industrial purposes; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to create new jobs and increase the City's tax base through the substantial rehabilitation and occupancy of a vacant industrial facility on the Subject Property; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 5 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the Galewood/Armitage 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 City of Chicago Enterprise Zone Number 5 and the Galewood/Armitage Redevelopment Project Area 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 Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property.

Parcel 1:

That part of Lot 16 lying north of railroad and lying east of centerline of 52nd Court (as shown on plat of Gavigan's Subdivision) as extended southerly to the north line of railroad in County Clerk's Division of the east three-quarters of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, except that part described as follows: commencing at the point of intersection of the centerline of North Latrobe Avenue (formerly 52nd Court) (as shown on plat of Gavigan's Subdivision of part of the west half of Section 33 aforesaid, said subdivision being recorded October 1, 1908 as Document Number 4267867) extended southerly with the northerly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad and running; thence northerly along said centerline of North Latrobe Avenue extended southerly, a distance of 152.74 feet to the south line of Gavigan's Subdivision aforesaid; thence east along the said south line and its easterly extension thereof, a distance of 235.87 feet to the southwest corner of Lot 3 in Thomas Turnbull's Addition to Chicago, a subdivision of Lot 11 in County Clerk's Division of the east three-quarters of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian; thence south parallel with the east line of said southwest quarter, a distance of 198.48 feet to the point of intersection of said line with the northerly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad; thence westerly along said last described line, a distance of 273.68 feet to the place of beginning, in Cook County, Illinois.

Parcel 2:

Lots 1 to 3, inclusive (except that part of said lots taken for West Grand Avenue) in Thomas Tumbull's Addition to Chicago, a subdivision of Lot 11 in County Clerk's Division of the east three-quarters of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 12 in County Clerk's Division of the east three-quarters of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian (except therefrom those parts of said Lot 12 lying north of the south line of West Armitage Avenue or West Grand Avenue and south of the north line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad and also except the east 33 feet of Lot 12 taken for opening North Laramie Avenue), in Cook County, Illinois.

Common Address:

5201 -- 5211 West Grand Avenue
Chicago, Illinois 60639.

Permanent Real Estate Tax Index Numbers (PINs):
For The Subject Property:

13-33-117-009-0000;

13-33-300-006-0000; and

13-33-300-041-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With MTCDI LLC.

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Project Information.

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024.
Developer (preamble)	MCTDI, LLC, an Illinois limited liability company.
Project (3.01)	Occupancy and rehabilitation of an approximately 53,000 square foot, abandoned, industrial facility located on the Property.
Ordinance Date (Recitals)	_____, 2024.
Commencement Date (3.01)	May 17, 2024.
Completion Date (3.01)	June 29, 2024.
Facility (3.04)	The approximately 53,000 square foot industrial building located on the Property.

Term (Agreement Section where first used)	Definition
Minimum Project Investment (3.04)	\$3,000,000, see Project Budget.
Certificate Deadline (5.03)	[The Date 2 Years After The Ordinance Date]
Notice Addresses (12.14)	<p>If to the Developer: MCTDI, LLC, Attention: Cezar Daniel Iordan, Manager, 5110 North Kenneth Avenue, Chicago, Illinois 60630</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.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

MCTDI, LLC,
 an Illinois limited liability company

By: _____

Name:

Title:

City of Chicago

By: _____

Ciere Boatright, Commissioner
 Department of Planning and
 Development

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ of MCTDI, 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 Corporation 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 (Sub)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 USC Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 USC Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 USC Section 6902, et seq.); (v) the Clean Air Act (42 USC Section 7401, et seq.); (vi) the Clean Water Act (33 USC Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 USC Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 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 (Sub)Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in (Sub)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 third party approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 USC 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 (Sub)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 (Sub)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 20 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 100 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, and retained 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 (Sub)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 fifty percent (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 hereto 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 of 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 MTCDI LLC constitutes Exhibit "A" to ordinance and printed on pages 14297 and 14298 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with MTCDI LLC read as follows:

(Sub)Exhibit "B".

(To Tax Incentive Classification Redevelopment Agreement With MTCDI LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$3,000,000
Hard Construction Costs:	975,850
M/WBE Targets:	
MBE	253,721 (26 percent)
WBE	58,551 (6 percent)
Total M/WBE Budget:	\$ 312,272

(Sub)Exhibit "C".

(To Tax Incentive Classification Redevelopment Agreement With MTCDI 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 MTCDI LLC)

Annual Compliance Report.

MTCDI LLC.

Agreement Dated As Of _____, 2024

[Insert Year] _____ Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.
- The Property is [Insert Percentage] _____ occupied.
- The Project has [Insert Number] _____ FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

-- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

[Insert Name of Developer]

[Insert Date]

(Sub)Exhibit "E".

(To Tax Incentive Classification Redevelopment Agreement With MTCDI LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a

bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. **Employment Profile.** Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. **Other Provisions.** In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the

construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

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

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

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

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

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

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in

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

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed

in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on

the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTIES AT 12525 S. CARONDOLET AVE., 2924 E. 126TH ST., 12350 S. CARONDOLET AVE. AND 12359 S. BURLEY AVE.

[O2024-0010116]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support for a renewal of a Cook County Class 6(b) tax incentive for the properties at 12525 South Carondolet Avenue, 2924 East 126th Street, 12350 South Carondolet Avenue, also known as 3400 East 126th Street and 12359 South Burley Avenue (O2024-0010116), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Chicago Manufacturing Campus LLC, a Delaware limited liability company ("CMC") and CMC Land Holding Company LLC, a Delaware limited liability company ("CMC Holding" and together with CMC, the "Original Applicant"), owned certain real estate located generally at East 126th Street and South Torrence Avenue, Chicago, Illinois 60633, which was subdivided into parcels more specifically located at: (i) 12525 South Carondelet Avenue; (ii) 2924 East 126th Street; (iii) 12350 South Carondelet Avenue, also known as 3400 East 126th Street; and (iv) 12359 South Burley Avenue all in Chicago, Illinois 60633 (the "Subject Property"), upon which is constructed a manufacturing campus consisting of four industrial facilities containing a total of approximately 1.6 million square feet; and

WHEREAS, Original Applicant acquired the Subject Property from a prior owner which had filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for Class 6(b) tax incentive under the County Ordinance (the "Original Eligibility Application") in connection with the development of the Subject Property; and

WHEREAS, On September 4, 2002, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Assessor as requested pursuant to the Original Eligibility Application; and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 2002; and

WHEREAS, CMC filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance in 2012 (the "6(b) Renewal Application"); and

WHEREAS, On July 30, 2014, the City Council of the City enacted a resolution supporting and consenting to the renewal of the Class 6(b) classification of the Subject Property by the Assessor as requested pursuant to the 6(b) Renewal Application; and

WHEREAS, GIJV IL 1 LLC, GIJV IL 2 LLC, GIJV IL 3 LLC and GIJV IL 4 LLC, each an Illinois limited liability company (collectively, the "Applicant") acquired certain portions of the Subject Property on October 27, 2014 as provided below and further described in Exhibit A which is attached hereto and hereby made a part hereof:

Owner	Address	PIN
GIJV IL 1 LLC	2924 East 126 th Street Chicago, Illinois 60633	26-30-100-051-0000
GIJV IL 2 LLC	12524 South Carondelet Avenue Chicago, Illinois 60633	26-30-200-014-0000
GIJV IL 3 LLC	12359 South Burley Avenue Chicago, Illinois 60633	26-30-204-001-0000
GIJV IL 4 LLC	12350 South Carondelet Avenue/ 3400 East 126 th Street Chicago, Illinois 60633	26-30-204-002-0000; and

WHEREAS, GIJV IL 1 LLC, GIJV IL 2 LLC, GIJV IL 3 LLC and GIJV IL 4 LLC have maintained their respective properties as fully-leased industrial facilities; and

WHEREAS, Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 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) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) 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 industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification 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) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property.

GIJV IL 1 LLC.

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 1 in the Chicago Manufacturing Campus, being part of Section 30 and the northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded August 12, 2003, as Document Number 0322410112, in Cook County, Illinois.

Parcel 2:

Nonexclusive easement for use of common areas as set forth in declaration of covenants, restrictions and easements for the Chicago Manufacturing Campus dated August 12, 2003, and recorded December 5, 2003, as Document Number 0333931128.

Commonly Known As:

2924 East 126th Street
Chicago, Illinois 60633.

Permanent Index Number:

26-30-100-051-0000.

GIJV IL 2 LLC.

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 4 in the Chicago Manufacturing Campus, being part of Section 30 and the northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded August 12, 2003, as Document Number 0322410112, in Cook County, Illinois.

Parcel 2:

Nonexclusive easement for use of common areas as set forth in declaration of covenants, restrictions and easements for the Chicago Manufacturing Campus dated August 12, 2003, and recorded December 5, 2003, as Document Number 0333931128.

Commonly Known As:

12525 South Carondolet Avenue
Chicago, Illinois 60633.

Permanent Index Number:

26-30-200-014-0000.

GIJV IL 3 LLC.

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 8 in the Chicago Manufacturing Campus, being part of Section 30 and the northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded August 12, 2003, as Document Number 0322410112, in Cook County, Illinois.

Parcel 2:

Nonexclusive easement for use of common areas as set forth in declaration of covenants, restrictions and easements for the Chicago Manufacturing Campus

dated August 12, 2003, and recorded December 5, 2003, as Document Number 0333931128.

Commonly Known As:

12359 South Burley Avenue
Chicago, Illinois 60633.

Permanent Index Number:

26-30-204-001-0000.

GIJV IL 4 LLC.

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 9 in the Chicago Manufacturing Campus, being part of Section 30 and the northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded August 12, 2003, as Document Number 0322410112, in Cook County, Illinois.

Parcel 2:

Nonexclusive easement for use of common areas as set forth in declaration of covenants, restrictions and easements for the Chicago Manufacturing Campus dated August 12, 2003, and recorded December 5, 2003, as Document Number 0333931128.

Commonly Known As:

12350 South Carondolet Avenue/
3400 East 126th Street
Chicago, Illinois 60633.

Permanent Index Number:

26-30-204-002-0000.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 1621 -- 1625 W. CARROLL AVE.

[O2024-0010106]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support for a renewal of a Cook County Class 6(b) tax incentive for the property at 1621 -- 1625 West Carroll Avenue (O2024-0010106), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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 and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Graymont Properties LLC, a Delaware limited liability company (the "Applicant"), is the owner of certain real estate located generally at 1621 -- 1625 West Carroll Avenue, Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Subject Property was acquired by Ogden Partners, an Illinois general partnership (the "Original Applicant") sometime prior to February 13, 2013 and thereafter, the Original Applicant substantially rehabilitated an approximately 22,320-square-foot abandoned industrial facility on the Subject Property; and

WHEREAS, On February 13, 2013, the City Council of the City adopted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property effective approximately on February 13, 2013; and

WHEREAS, The Applicant acquired the Subject Property in 2017, has maintained the Subject Property as a fully-leased facility, and performed additional substantial rehabilitation to the Subject Property in 2017 and 2019; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 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) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is

necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) 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 industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification 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) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Lots 35, 36, 37, 38 and 39 in the subdivision of the east half of the southwest quarter of Block 33 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers (PINs)

For The Subject Property:

17-07-407-005-0000; and

17-07-407-006-0000.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR
PROPERTY AT 9165 S. HARBOR AVE.

[O2024-0010108]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support for a renewal of a Cook County Class 6(b) tax incentive for the property at 9165 South Harbor Avenue (O2024-0010108), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois 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, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Paket Corporation, an Illinois corporation (the "Applicant"), is the owner of certain real estate located generally at 9165 South Harbor Avenue, Chicago, Illinois 60617, as further described on Exhibit A hereto (the "Subject Property") and has substantially rehabilitated an approximately 71,427-square-foot industrial facility thereon; and

WHEREAS, On April 12, 2000, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 2000, and the Class 6(b) tax incentive was renewed in 2012; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 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) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) 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 industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification 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) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property.

Parcel A:

Lots 2 and 3 in Block 63 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company, of the east half of the west half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line, and that part of fractional Section 6, south of Indian Boundary Line, lying north of Michigan Southern Railroad and fractional Section 5, north of Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian (except that part of said Lot 2 lying between Lot 1 in said Block 63 and a line drawn from a point in the southerly line of Lot 2, a distance of 43 feet southwest from the southwest corner of said Lot 1, northwesterly to a point on the northwesterly line of said Lot 2, a distance of 108.88 feet southwest from the northwest corner of said Lot 1; also except a strip 16 feet in width off the northwest side of Lots 2 and 3 conveyed for railroad right-of-way of South Chicago and Western Indiana Railroad Company), Indiana CCI.

Permanent Real Estate Tax Number (PIN)
For The Subject Property:

26-05-117-002.

Parcel B:

All that part of Lot 2 of Block 63 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company in Sections 5 and 6, Township 37 North, Range 15,

East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: beginning at the point of intersection of the line between Lots 1 and 2 in Block 63 and the southeasterly line of the right-of-way granted to South Chicago and Western Indiana Railroad Company; thence southwesterly along said right-of-way line, a distance of 108.88 feet to a point; thence southeasterly along a straight line to a point on the south line of said Lot 2 (north line of the Calumet River) 43.10 feet southwest from the southwest corner of said Lot 1; thence northeasterly along the south line of said Lot 2 (and along the north line of the Calumet River), a distance of 43.10 feet to the southwest corner of said Lot 1; thence northwesterly along said line between Lots 1 and 2, a distance of 284 feet, more or less, to the point of beginning, in Cook County, Illinois.

Permanent Real Estate Tax Number (PIN)
For The Subject Property:

26-05-117-018.

Parcel C:

That part of Lot 1 in Block 63 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company in Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, bounded and described as follows: running at the point of intersection of the line between Lots 1 and 2 in said Block 63 and the southeasterly line of the right-of-way granted South Chicago and Western Indiana Railroad Company, now known as Chicago and Western Indiana Railroad Company; thence running southeasterly along a line between said Lots 1 and 2, a distance of 284 feet, more or less, to the southwest corner of said Lot 1; thence northeasterly along the south line of said Lot 1 (and along the north line of the Calumet River) to the point of intersection of said south line with the east line of the strand, produced southerly; thence continuing northeasterly along the south line of said Lot 1 (and the north line of the Calumet River), a distance of 50 feet to a point; thence northwesterly along a line drawn at right angles to the south line of said Lot 1 to a point in the southeasterly line of said right-of-way granted to South Chicago and Western Indiana Railroad Company, now known as Chicago and Western Indiana Railroad Company; thence running southwesterly along said right-of-way line to the point of beginning; excepting that part conveyed to the Elgin, Joliet and Eastern Railway Company, more particularly described as follows: commencing at a point where the south lot of said Lot 1 is intersected by the east line of the strand, produced southerly; thence southerly 437 feet to the new north line of the Calumet River, as established by the United States, being the dock line last established; thence northeasterly on said dock line, 20.16 feet to the point of beginning; thence continuing northeasterly on said dock line, 32 feet to a point; thence northwesterly at right angles to said dock line and the south line of said Lot 1, an angle of 10 degrees, 44 minutes to the last described course, 171.82 feet to the point and place of beginning, in Cook County, Illinois.

Permanent Real Estate Tax Number (PIN)
For The Subject Property:

26-05-117-024.

SUPPORT OF COOK COUNTY CLASS 7(a) TAX INCENTIVE FOR PROPERTY AT
5100 S. DAMEN AVE.

[O2024-0010114]

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

CHICAGO, July 9, 2024.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 9, 2024, having had under consideration an ordinance in support of a Cook County Class 7(a) tax incentive for the property at 5100 South Damen Avenue (O2024-0010114), introduced on June 12, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas – Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O’Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays – None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council"), the City established the "47th/Ashland Redevelopment Project Area" in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., finding, among other things, that the Northwest Industrial Corridor Redevelopment Project Area is a depressed area; and

WHEREAS, Certain real estate generally located at 5100 South Damen Avenue in the City, as more precisely described on Exhibit A attached hereto and hereby made a part hereof (the "Project Site"), is located within the boundaries of the 47th/Ashland Redevelopment Project Area; and

WHEREAS, 5100 South Damen LLC, an Illinois limited liability company (the "Applicant"), has constructed a new building on the Project Site as the new headquarters and administrative offices of Diaz Group LLC (the "Tenant"), who will be leasing the property from 5100 South Damen LLC, as well as snow removal and landscaping services (the "Project"); and

WHEREAS, The Applicant purchased the Project Site for value; and

WHEREAS, The Project Site has been abandoned for over two years; and

WHEREAS, The Project will increase employment opportunities, economic activity in the area and growth in the real property tax base; and

WHEREAS, The redevelopment objectives of the City in connection with the Project Site are to: redevelop underutilized property, attract new businesses, retain and encourage the expansion of existing viable businesses, increase employment opportunities, increase economic activity in the area, increase growth in the real property tax base; and

WHEREAS, The intended use by the Applicant of the Project Site is as the new headquarters and administrative offices of the Tenant, as well as to provide landscaping and snow removal services; and

WHEREAS, Section 74-65(b) of the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), provides that in connection with filing an eligibility application with the Office of the Assessor of Cook County, Illinois (the "Assessor"), an applicant for Class 7(a) classification must obtain an ordinance or resolution from the municipality in which the real estate is located expressly stating, among other things, that: (a) the municipality has determined that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present; and (b) the municipality supports and consents to the Class 7(a) application to the Assessor; and

WHEREAS, The City's Department of Planning and Development has reviewed the proposed Project and has determined that it meets the necessary eligibility requirements for Class 7(a) designation, and hereby recommends to City Council that the City expressly determine, among other things, by ordinance that: (a) the required eligibility factors are present; and (b) the City supports and consents to the Class 7(a) application to the Assessor by the Applicant for the Project; 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 Project meets eligibility factor (1) under Section 74-65(a) of the County Ordinance in that the Project Site is located in an area in need of commercial development and designated by the City as the 47th/Ashland Redevelopment Project Area.

SECTION 3. The City hereby determines that the Project meets eligibility factor (2) under Section 74-65(a) of the County Ordinance in that real estate taxes in the area during the last six years have either declined, remained stagnant and/or potential real estate taxes are not being fully realized due to the depressed condition of the area, and/or the Project Site, or property values as determined by the assessed value ("AV") or equalized assessed value ("EAV") for the redevelopment area or the Project Site have declined over the last six years, or property values as determined by the AV or EAV are increasing at a rate that is less than the balance of the City's AV or EAV for the last six years; or property values as determined by the AV or EAV for the redevelopment area/Project Site are increasing at a rate that is less than Consumer Price Index ("CPI") for All Urban Consumers as published by the U.S. Department of Labor for the last six years.

SECTION 4. The City hereby determines that the Project meets eligibility factor (3) under Section 74-65(a) of the County Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(a) designation and will therefore result in the economic enhancement of the area.

SECTION 5. The City hereby determines that the Project meets eligibility factor (4) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(a) designation will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(a).

SECTION 6. The City hereby determines that the Project meets eligibility factor (5) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(a) designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

SECTION 7. The City hereby expressly determines that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present for the Project, and hereby

expressly supports and consents to the Class 7(a) application of the Applicant to the Assessor for Class 7(a) designation of the Project and the Project Site.

SECTION 8. The City has received and filed the Applicant's Economic Disclosure Statement, as defined in the County Ordinance.

SECTION 9. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Applicant with the Assessor for Class 7(a) designation of the Project.

SECTION 10. 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 11. This ordinance shall be effective from and after its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Project Site:

Lots 1 to 5 in the subdivision of the east half of Lots 1 and 4 in Inglehart's Subdivision of the southwest quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address Of Real Estate:

5100 South Damen Avenue
Chicago, Illinois 60609.

Permanent Tax Identification Number:

20-07-303-039-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement With
5100 South Damen LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Section 8 Environmental Matter	

Project Information.

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2024
Developer (preamble)	5100 South Damen LLC, an Illinois limited liability company
Project (3.01)	The project involves the renovation of a building that was vacant and shuttered since 2015, which will be repurposed for productive use as the new headquarters of Diaz Group LLC (the Tenant), who will be leasing the property from 5100 South Damen LLC. It will also be used for landscaping and snow removal services.
Ordinance Date (Recitals)	[Insert]
Commencement Date (3.01)	[Insert]
Completion Date (3.01)	[Insert]
Facility (3.04)	the approximately 6,000-square-foot industrial building located on the Property
Minimum Project Investment (3.04)	\$512,364, see Project Budget
Certificate Deadline (5.03)	[The date 2 years after the ordinance date]
Notice Addresses (12.14)	<p>If to the Developer: 5100 South Damen LLC, 3333 North Leavitt Street, Chicago, Illinois, 60618, Attention: Ruben Diaz, Jr.</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 7(a) 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.

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 he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 2024.

Notary Public

My commission expires: _____

(Seal)

Section 1.

Recitals.

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

(b) Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes.

(c) **Municipal Code Requirements.** The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County Tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

(d) **City Council Authority.** On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as (Sub)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 USC Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 USC Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 USC Section 6902, et seq.); (v) the Clean Air Act (42 USC Section 7401, et seq.); (vi) the Clean Water Act (33 USC Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 USC Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 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 (Sub)Exhibit B.

“MBE/WBE Program” shall have the meaning set forth in (Sub)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 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 (Sub)Exhibit A.

“Tenant” shall mean Diaz Group LLC, or such other entity as approved by the City, who has entered into a lease with the Developer for the Property after completion of the Project.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form showing the Developer as the insured and noting the recording of this Agreement as an encumbrance against the Property issued by a title company.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act (29 USC 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 (Sub)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 (Sub)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 Section 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 thirty-seven (37) 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 one-hundred and fifty (150) 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 four hundred and seventy-four (474) 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 1 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 (Sub)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 an 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 percent 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, 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 if 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 5100 South Damen LLC constitutes Exhibit "A" to ordinance and printed on page 14344 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 5100 South Damen LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment Agreement With
 5100 South Damen LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$512,364
Hard Construction Costs:	286,874
M/WBE Targets:	
MBE	74,587 (26 percent)
WBE	17,212 (6 percent)
Total M/WBE Budget:	\$ 91,799

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment Agreement
 With 5100 South Damen LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment Agreement With
5100 South Damen LLC)

Annual Compliance Report.

5100 South Damen LLC.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, 5100 South Damen 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.

5100 South Damen LLC

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With
5100 South Damen LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. **Construction Contract.** Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. **Performance And Payment Bonds.** Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. **Employment Profile.** Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. **Other Provisions.** In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E, Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) 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 $\frac{1}{20}$ 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 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 an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92- 530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services, supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

CALL FOR HEARINGS ON POTENTIAL FOR AND BENEFITS OF EMPLOYEE OWNERSHIP TRANSITION ALTERNATIVE OF ENTERPRISES THROUGHOUT CITY OF CHICAGO.

[SR2024-0009481]

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

CHICAGO, July 12, 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 July 9, 2024, having had under consideration a substitute resolution calling for a subject matter hearing on potential for and benefits of employee ownership transition alternative of enterprises throughout the City of Chicago (SR2024-0009481), begs leave to recommend that Your Honorable Body *Adopt* said proposed substitute resolution transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Employee ownership models keep wealth and jobs in the community and provide employees of a company with a significant stake in the ownership of the business, creating wealth for the employees and aligning the interests of workers and the company; and

WHEREAS, The employee ownership model has proven to be an effective tool for creating, transitioning, and maintaining sustainable, dignified jobs; generating wealth; improving the quality of life of workers; and promoting community and local economic development, particularly for people who lack access to conventional means of business ownership; and

WHEREAS, Chicago faces a “Silver Tsunami” crisis in which thousands of businesses owned by baby boomers are at risk of closure due to a lack of adequate ownership transition planning, potentially leading to a significant loss of jobs and economic disruption--[Currently, 24 percent of Chicago businesses with at least 10 employees are over 20 years old. These 5,750 businesses employ 241,600 workers and generate \$159 Billion in revenue]; and

WHEREAS, Chicago's economy has lost thousands of well-paying manufacturing jobs that have mostly been replaced by low-wage service industry work, expanding the barriers to economic mobility for Black, Latinx, returning citizens, and immigrant workers; and

WHEREAS, Many of the ownership transition strategies available to baby-boomer owned businesses can result in the removal of wealth and employment from local Chicago communities; and

WHEREAS, Employee ownership is an ownership transition alternative that keeps wealth and jobs in the community and provides employees of a company with a significant stake in the ownership of the business, creating wealth for the employees and aligning the interests of workers and the company; and

WHEREAS, The main forms of employee ownership include Employee Stock Ownership Plans (“ESOPs”), in which employees are granted shares of stock over time contributing to their financial security and future wealth without any employee financial investment; Worker Cooperatives, which allow employees to buy stock and participate in democratic management of the business; and Employee Ownership Trusts, where a trust holds company shares on behalf of employees; and

WHEREAS, Employee ownership has a proven track record of offering quality jobs and comprehensive benefits to employees, leading to greater job satisfaction, higher productivity, and substantial retirement savings. Employees, between the ages of 28 -- 34, of ESOP owned companies have a household net worth that is 92 percent higher, median job tenure that is 53 percent longer and median wage income that is 33 percent higher; and

WHEREAS, Employee ownership likewise can and does serve as a viable solution to the Silver Tsunami crisis, not only by retaining businesses within their communities but also by building worker wealth and closing the wealth gap for Black, Latino, and women workers through sustainable, equitable economic participation; and

WHEREAS, The significant ownership transition brought on by the Silver Tsunami crisis, provides the opportunity to train, invest and educate Black, Latino and women workers who have been historically excluded from business ownership; and

WHEREAS, Employee-owned companies do have a substantial presence and economic impact in Chicago. Currently, 41 privately held companies are owned by an ESOP and are headquartered in Chicago. These companies employ over 11,400 employee-owners and have distributed over \$6.6 Billion in wealth to their employees through their ESOP plans, contributing to the economic vitality of our city; and

WHEREAS, The Illinois Center for Employee Ownership (“ILCEO”), as a non-profit hub, is working to address the Silver Tsunami crisis by promoting and fostering the growth of employee ownership in all its forms across the state, believing that the creation of more worker-owners can help solve wealth inequality, deepen employee participation, retain jobs, increase living standards, and stabilize communities. The Chicago City Council commends the ILCEO for its indispensable work in promoting the value and benefits of employee ownership; and

WHEREAS, The City of Chicago has previously acknowledged, through its Community Wealth Building Initiative, the value of employee ownership in the form of worker cooperatives in the formation of new businesses; and

WHEREAS, Many Chicago-based worker cooperatives are designed to improve low-wage working conditions and build wealth in communities most directly affected by inequality; and

WHEREAS, In 2023, the City of Chicago’s Department of Planning and Development (“DPD”) and the Mayor’s Office of Equity and Racial Justice (“OERJ”) launched the Community Wealth Building (“CWB”) Initiative – a \$15 Million investment in technical assistance, pre-development grants, and development grants for models of “local, democratic, and shared ownership and control of community assets” throughout Chicago but especially on the South and West Sides; and

WHEREAS, The City invested in 16 CWB ecosystem organizations to provide free technical assistance and seeding a new entity, the Chicago Community Wealth Building Ecosystem (“CCWBE”), to expand the ecosystem and support for worker-owned cooperatives, community land trusts, limited equity housing cooperatives, and community investment vehicles; now, therefore,

Be It Resolved, That we, the members of the City Council, call upon the Committee on Economic, Capital and Technology Development to hold a subject matter hearing to discuss employee ownership as a valuable mechanism for supporting continued economic vitality in the City of Chicago; and

Be It Further Resolved, That we call upon the Commissioner of Planning and Development and the Deputy Mayor of Business and Neighborhood Development to attend such hearing to opine about employee ownership as an innovative and inclusive economic development strategy that prioritizes the retention of jobs, equitable economic opportunity and long-term prosperity in our city.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

AMENDMENT OF SECTION 7-28-710 OF MUNICIPAL CODE BY PROHIBITING ACCUMULATION OR DUMPING OF GARBAGE, FOOD TRASH, FOODSTUFFS, VEGETATION, DEAD ANIMALS OR WASTE OF ANY KIND IN ANY BUILDING, LAND OR WATERWAY.

[SO2024-0007841]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 15, 2024.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 12, 2024, and to which was referred a substitute ordinance amending Municipal Code Section 7-28-710 by prohibiting accumulation or dumping of garbage, food trash, foodstuffs, vegetation, dead animals or waste of any kind in any building, land or waterway (SO2024-0007841), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 9 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 7-28-710 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

7-28-710 Dumping Prohibited.

(a) It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage or trash, including any animal feed, food, food waste, or other foodstuffs, or any dead animals or waste vegetable matter of any kind, in any building, structure, or premises, ~~so that the same shall afford food or harborage for rats, or to dump or place on any premises, land, waterway any dead animals or waste vegetable matter of any kind~~ land, or waterway.

Any person who violates this section shall be fined not less than \$300 nor more than \$600 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

(Omitted text is unaffected by this ordinance.)

(b) Nothing in this section shall prohibit the composting of organic waste or land application of composted organic waste in accordance with Section 7-28-715 and Chapter 11-4 of this Code. For the purposes of this section and Section 7-28-715, the following definitions apply:

“Commissioner” means the ~~commissioner~~ Commissioner of ~~streets~~ Streets and ~~sanitation~~ Sanitation or the ~~commissioner~~ Commissioner of ~~health~~ Public Health. When used in the plural, the term means both commissioners.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF CHAPTER 8-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 8-4-083 PROHIBITING PLACEMENT OR AFFIXING OF THREATENING MATERIAL ON PRIVATE PROPERTY.

[SO2024-0008939]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 15, 2024.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 12, 2024, and to which was referred a substitute ordinance amending Municipal Code Chapter 8-4 by adding new Section 8-4-083 prohibiting threatening material placed or affixed on private property to induce intimidation or defamation, whether characterized as a "Hate crime", "Hate incident" or "Intimidation", punishable for each violation by fine or criminal prosecution (SO2024-0008939), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 9 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 8-4 of the Municipal Code of Chicago is hereby amended by inserting a new Section 8-4-083, as follows:

8-4-083 Threatening Material On Private Property.

(a) As used in this section:

“Hate crime” means any action in violation of Sections 8-4-020 or 8-4-085 of this Code or of Section 12-7.1 of the Illinois Criminal Code, codified at 720 ILCS 5/12-7.1.

“Hate incident” has the meaning ascribed to that term in Section 2-120-518 of this Code.

“Intimidation” has the meaning ascribed to that term in Section 12-6 of the Illinois Criminal Code, codified at 720 ILCS 5/12-6.

(b) It shall be unlawful for any person to leave material on private real or personal property, without the property owner’s consent, knowingly subjecting, or having ground to know that they may subject, another person or group of people to intimidation or defamation, threats of physical injury, violence, or a hate crime, or in reasonable apprehension thereof such that would cause alarm in others, disturb the peace, or provoke violence. Any person violating this subsection shall be fined not less than \$500 nor more than \$1,000 for each offense.

(c) If material prohibited under this section is accompanied by an action or expression constituting a hate incident, such action or expression shall be reported and processed in accordance with Section 2-120-518 of this Code.

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

COMMITTEE ON HOUSING AND REAL ESTATE.

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

[O2024-0010203]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of vacant City-owned property "as-is" at 9121 South Burley Avenue to Pilgrim Baptist Church of South Chicago, Inc. (10th Ward) (O2024-0010203), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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, Pursuant to ordinances adopted by the City Council of the City of Chicago (the "City Council") on April 12, 2000 and published at pages 28776 to 28896 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the South Chicago Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the vacant land located at 9121 South Burley Avenue, Chicago, Illinois 60617, which is located in the South Chicago Community Area and is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Redevelopment Area and is comprised of approximately 3,500 square feet; and

WHEREAS, The market value of the Property is \$4,750.00 (the "Purchase Price") based on an appraisal dated June 6, 2022; and

WHEREAS, Pilgrim Baptist Church of South Chicago, Inc., an Illinois not-for-profit corporation (the "Grantee"), owns the real property located adjacent to the Property at 3235 East 91st Street, Chicago, Illinois 60617, which is improved with a church building (the "Adjacent Church Property"); and

WHEREAS, Grantee has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for the Purchase Price to construct a parking lot to serve the Adjacent Church Property (the "Project"); and

WHEREAS, The Project is consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, By Resolution Number 24-018-21, adopted on April 18, 2024, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 21-CDC-15, adopted on May 14, 2024, the Community Development Commission authorized the Department to advertise its intent to negotiate a sale of the Property with Grantee and to request alternative proposals for redevelopment, and recommended the sale of the Property to Grantee if no responsive alternative proposals were received at the conclusion of the advertising period, or, if

alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with Grantee's proposal; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on April 4 and April 11, 2024; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

- (a) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department.

If Grantee fails to close on the acquisition of the Property within six (6) months of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department (the "Commissioner"), in the Commissioner's sole discretion, upon a request from Grantee, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to a business entity of which Grantee is the sole controlling party or to a business entity which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit B.

SECTION 4. The Commissioner or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Property (subject to final survey and title commitment):

Lot 44 in Block 66 in the subdivision made by Calumet and Chicago Canal and Dock Company, of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9121 South Burley Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-112-010-0000.

Exhibit "B".
(To Ordinance)

Quitclaim Deed With Pilgrim Baptist Church Of South Chicago, Inc.

This Transfer Is Exempt Under The provisions Of The Illinois Real Estate Transfer Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of Four Thousand Seven Hundred Fifty and no/100 Dollars (\$4,750.00), conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub)Exhibit A attached hereto ("City Lot") pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago*

for such date at pages ____ through ____, to _____, to Pilgrim Baptist Church of South Chicago, Inc., an Illinois not-for-profit corporation ("Buyer"), having a principal residence or business address at 3235 East 91st Street, Chicago, Illinois 60617.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Buyer or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Lot, and which shall run with the land and be binding upon and enforceable against the Buyer and Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Lot With Parking Lot.** Buyer shall improve the City Lot with the parking lot project described in Buyer's proposal approved by the City's Department of Planning and Development ("DPD") and identified on (Sub)Exhibit B attached here to, within one (1) year from the date of this Deed. If the foregoing condition is not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 202__.

Attest:

City of Chicago, an Illinois municipal corporation and home rule unit of government

Anna M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

Notary Public

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of her/his knowledge, the name of Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and

hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: _____, 2024 Signature: _____
Agent for Grantor,
City of Chicago Department of Law

Subscribed and sworn to before me this
____ day of _____, 2024.

Notary Public

Grantee or its agent affirms that the name of Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: _____, 2024 Signature: _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2024

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

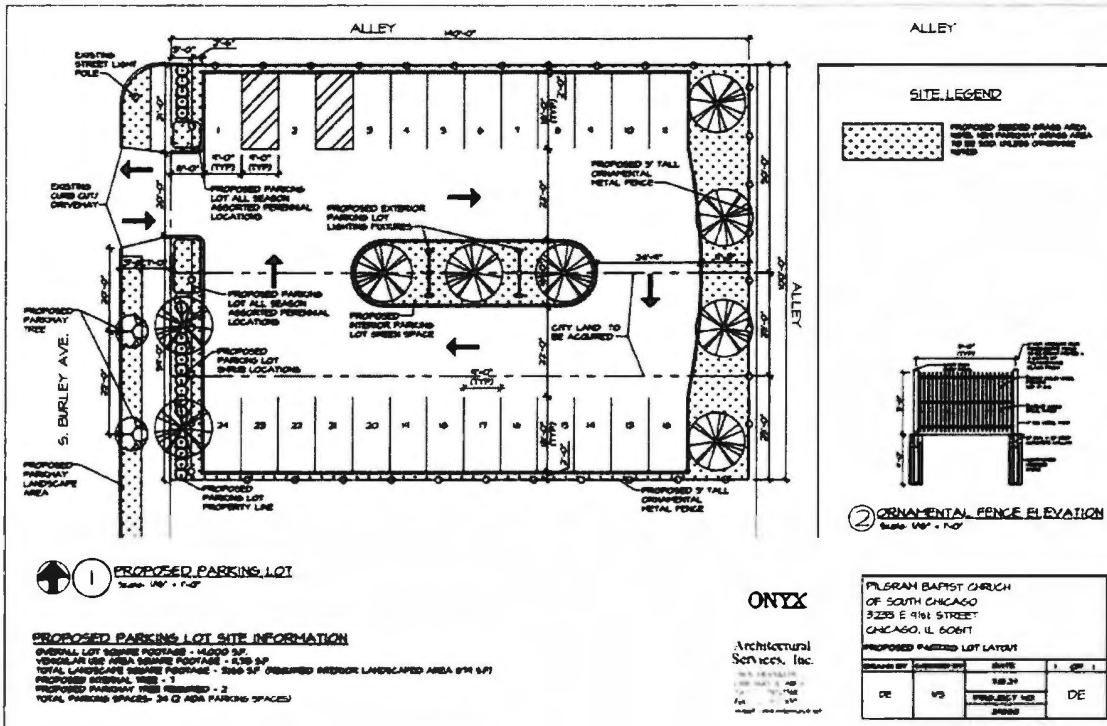
(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

[(Sub)Exhibit "A" referred to in this Quitclaim Deed with Pilgrim Baptist Church of South Chicago, Inc. constitutes Exhibit "A" to ordinance and printed on page 14385 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Quitclaim Deed with Pilgrim Baptist Church of South Chicago, Inc. printed on page 14390 of this *Journal*.]

(Sub)Exhibit "B".
 (To Quitclaim Deed With Pilgrim Baptist Church Of South Chicago, Inc.)

Parking Lot Site Plan.



ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which were referred ordinances introduced by the Department of Planning and Development for the sale of vacant City-owned properties at various locations under the Adjacent Neighbors Land Acquisition Program (ANLAP), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinances transmitted herewith.

This recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

5222 S. Indiana Ave.

[O2024-0010205]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid

must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a city-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchasers; and

WHEREAS, The ANLAP Parcel is located in the 47th/State Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on July 21, 2004 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27705 through 27843, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on April 23, 2024; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 24-021-21 adopted on April 18, 2024, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$12,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchasers:

Mildred Flynn and Deborah D. Hayes.

Purchasers' Address:

5224 South Indiana Avenue
Chicago, Illinois 60615.

Appraised Value ("As Is"):

\$40,000.00.

Bid Amount:

\$10,000.00.

Legal Description (subject to title commitment and survey):

Lot 3 (except that part taken for widening Indiana Avenue) in Block 1 in Blair's Subdivision of the south 6 $\frac{2}{3}$ acres of the east 20 acres of the northwest quarter of the southwest quarter and the north 3 $\frac{1}{2}$ acres of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5222 South Indiana Avenue
Chicago, Illinois 60615.

Permanent Index Number:

20-10-303-014-0000.

6618 S. Seeley Ave.

[O2024-0010204]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a city-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development (“DPD”) desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the “ANLAP Parcel”) to the Purchaser identified on Exhibit A hereto; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, By Resolution Number 24-023-21 adopted on May 16, 2024, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor’s proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$1,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the “Commissioner”), or a designee of the Commissioner, is each hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner’s designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner’s designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions, or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Exhibit “A” referred to in this ordinance reads as follows:

Exhibit "A".

Purchaser:

Juan Carlos Mendez Delgado.

Purchaser's Address:

6620 South Seeley Avenue
Chicago, Illinois 60636.

Appraised Value ("As Is"):

\$1,500.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 8 in Block 55 in South Lynne, being Vail's Subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6618 South Seeley Avenue
Chicago, Illinois 60636.

Property Index Number:

20-19-128-029-0000.

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

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which were referred proposed ordinances and a substitute ordinance introduced by the Department of Planning and Development for the sale of City-owned properties within the ChiBlockBuilder platform, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinances and substitute ordinance transmitted herewith.

This 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 ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following are said ordinances as passed (the italic headings in each case not being a part of the ordinance):

7630 S. Blackstone Ave. And 1316 E. 73rd St.

[O2024-0010195]

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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish) and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on November 2, November 9, November 16, November 30, December 7, December 14 and December 21, 2023; and

WHEREAS, The Department accepted applications in multiple categories: neighborhood side yards, community open spaces, residential housing, mixed-use, commercial and industrial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum 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; and

WHEREAS, By resolution adopted on October 19, 2023, the Chicago Plan Commission approved the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot to each respective Buyer identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed,

the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that planting may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revert title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such reversion of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees

that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that

other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Legal Descriptions.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyer:

Evelyn Hurde.

Buyer's Address:

7632 South Blackstone Avenue
Chicago, Illinois 60619.

Value ("As Is"):

\$9,444.81.

Purchase Price:

\$944.00.

Legal Description:

Lot 17 in Block 67 in Cornell, a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (except the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter, the south half of the northwest quarter lying west of the I.C.R.R. and the northwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7630 South Blackstone Avenue
Chicago, Illinois 60619.

Property Index Number:

20-26-414-031-0000.

Buyer:

Andrea Carter.

Buyer's Address:

1312 East 73rd Street
Chicago, Illinois 60619.

Value ("As Is"):

\$9,387.29.

Purchase Price:

\$939.00.

Legal Description:

Lot 31 in Block 14 of John G. Shortall's Subdivision of the north half of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1316 East 73rd Street
Chicago, Illinois 60619.

Property Index Number:

20-26-213-021-0000.

4943 W. Ferdinand St.

[O2024-0010166]

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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish) and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on November 2, November 9, November 16, November 30, December 7, December 14 and December 21, 2023; and

WHEREAS, The Department accepted applications in multiple categories: neighborhood side yards, community open spaces, residential housing, mixed-use, commercial and industrial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum 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; and

WHEREAS, By resolution adopted on October 19, 2023, the Chicago Plan Commission approved the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot to each respective Buyer identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revert title in the City. Buyer, at the

request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such reversion of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary

thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Legal Descriptions.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyers:

Hilda Dominguez and Custodio Mora Vargas.

Buyers' Address:

4945 West Ferdinand Street
Chicago, Illinois 60644.

Value ("As Is"):

\$11,809.97.

Purchase Price:

\$1,181.00.

Legal Description:

Lot 18 In Block 6 in Crafts Subdivision of the southeast quarter of the northeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian (except the right-of-way of the Chicago & Northwestern Railroad) in Cook County, Illinois.

Address:

4943 West Ferdinand Street
Chicago, Illinois 60644.

Property Index Number:

16-09-228-006-0000.

*4205 W. Maypole Ave., 142 S. Sacramento Blvd.,
3103 W. Monroe St. And 4258 W. Van Buren St.*

[O2024-0010145]

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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish) and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on November 2, November 9, November 16, November 30, December 7, December 14 and December 21, 2023; and

WHEREAS, The Department accepted applications in multiple categories: neighborhood side yards, community open spaces, residential housing, mixed-use, commercial and industrial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum 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; and

WHEREAS, By resolutions adopted on October 19, 2023 and April 18, 2024, the Chicago Plan Commission approved the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot to each respective Buyer identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Legal Descriptions.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyers:

Andrea Ortiz and Ricardo Rojas Rosas.

Buyers' Address:

4209 West Maypole Avenue
Chicago, Illinois 60624.

Value ("As Is"):

\$18,003.37.

Purchase Price:

\$1,800.00.

Legal Description:

Lot 3 in Block 19 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, according to plat thereof recorded May 28, 1873 in Book of Plats, page 1, in Cook County, Illinois.

Address:

4205 West Maypole Avenue
Chicago, Illinois 60624.

Property Index Number:

16-10-414-021-0000.

14418

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7/17/2024

Buyer:

Vonta Brooks.

Buyer's Address:

140 South Sacramento Boulevard
Chicago, Illinois 60612.

Value ("As Is"):

\$9,282.36.

Purchase Price:

\$928.00.

Legal Description:

Lot 49 in Francis B. Little's Resubdivision of Block 1 in Derby and Wallace's Subdivision of that part south of Barry Point Road of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

142 South Sacramento Boulevard
Chicago, Illinois 60612.

Property Index Number:

16-13-115-034-0000.

Buyers:

Steven and Brenita Stultz.

Buyers' Address:

3105 West Monroe Street
Chicago, Illinois 60612.

Value ("As Is"):

\$7,623.44.

Purchase Price:

\$762.00.

Legal Description:

Lot 2 in Owner's Resubdivision of Block 4 of S. E. Gross' Subdivision of the east 8 acres of the northwest quarter of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of Barry Point Road, in Cook County, Illinois.

Address:

3103 West Monroe Street
Chicago, Illinois 60612.

Property Index Number:

16-13-107-031-0000.

Buyers:

Robert A. Yates and Debra Dora.

Buyers' Address:

4252 West Van Buren Street
Chicago, Illinois 60624.

Value ("As Is"):

\$18,315.54.

Purchase Price:

\$1,832.00.

Legal Description:

The west 50 feet of the south 124.8 feet of that part of Lot 1 lying north of the north line of West Van Buren Street and east of the east line of South 43rd Street, in Circuit Court Partition of the east half of the southwest quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4258 West Van Buren Street
Chicago, Illinois 60624.

Property Index Number:

16-15-221-022-0000.

11946 S. Union Ave.

[SO2024-0010202]

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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 105 City-owned lots for sale on the ChiBlockBuilder website in its second round of bidding, which began on November 1, 2023 and ended on January 12, 2024 (the "Second Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on November 2, November 9, November 16, November 30, December 7, December 14, December 21, 2023, and January 4 and January 11 2024; and

WHEREAS, The Department accepted applications in multiple categories: neighborhood side yards, community open spaces, residential housing, mixed-use, commercial and industrial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the Second Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolution adopted on April 18, 2024, the Chicago Plan Commission approved the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer

the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Legal Descriptions.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyer:

Humu Issifu.

Buyer's Address:

11944 South Union Avenue
Chicago, Illinois 60628.

Value ("As Is"):

\$6,712.00.

Purchase Price:

\$617.00.

Legal Description:

Lot 19 in Block 11 in West Pullman, a subdivision in the northwest quarter and the west half of the northeast quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

11946 South Union Avenue
Chicago, Illinois 60628.

Property Index Number:

25-28-101-037-0000.

1953 E. 72nd Pl.

[O2024-0010198]

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, City lots sold through the ChiBlockBuilder platform are offered with their current zoning; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish) and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on November 2, November 9, November 16, November 30, December 7, December 14 and December 21, 2023; and

WHEREAS, The Department accepted applications in multiple categories: neighborhood side yards, community open spaces, residential housing, mixed-use, commercial and industrial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum 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; and

WHEREAS, By resolution adopted on April 18, 2024, the Chicago Plan Commission approved the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of each City Lot to each respective Buyer identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revert title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such reversion of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to

identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Legal Descriptions.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyer:

Walter Green.

Buyer's Address:

1951 East 72nd Place
Chicago, Illinois 60624.

Value ("As Is"):

\$21,327.71.

Purchase Price:

\$2,133.00.

Legal Description:

Lot 19 in Block 4 in South Kenwood, a subdivision of Blocks 2, 7 and 8 in George W. Clarke's Subdivision of the east half of the northwest quarter and part of Block 3 in Stave & Klemm's Subdivision of the northeast quarter, all in Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1953 East 72nd Place
Chicago, Illinois 60653.

14432

JOURNAL--CITY COUNCIL--CHICAGO

7/17/2024

Property Index Number:

20-25-122-008-0000.

Buyer:

Theaster Gates.

Buyer's Address:

6901 South Dorchester Avenue
Chicago, Illinois 60637.

Value ("As Is"):

\$12,965.25.

Purchase Price:

\$1,296.00.

Legal Description:

Lot 2 in Block 3 in the subdivision of the north half of the southeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6903 South Dorchester Avenue
Chicago, Illinois 60637.

Property Index Number:

20-23-413-002-0000.

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

[O2024-0010117]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which was referred an ordinance from the Department of Planning and Development for the acceptance of reconveyance deeds from Bickerdike Redevelopment Corporation for properties at 1256 North Artesian Avenue (Site 4), 1353 North Maplewood Avenue (Site 3), 3301 West Crystal Street (Site 1), 1020 North Kedzie Avenue (Site 15) and release of 3047 West Wabansia Avenue (Site 16) from amended redevelopment agreement (26th Ward) (O2024-0010117), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of local government pursuant to Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City (the "City Council"), by ordinance first adopted on June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 17038 -- 17045, and most recently amended and restated on April 26, 2006 and published in the *Journal* for such date at pages 75201 -- 75212, has established the New Homes for Chicago Program (as amended, the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing; and

WHEREAS, Pursuant to an ordinance the City Council adopted on September 5, 2007 and published in the *Journal* for such date at pages 6694 -- 6744 (the "September 2007 Ordinance"), as amended by that certain ordinance the City Council adopted on November 7, 2007 and published in the *Journal* for such date at pages 13247 -- 13251 (together, the "Project Ordinances"), the City Council previously approved the conveyance of those certain parcels owned by the City as of the "Effective Date" (as defined below) and which are identified in Exhibit A attached hereto and incorporated here (each parcel a "City Lot," and collectively, the "City Lots") to Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation (the "Developer"), for the construction of homes under the New Homes Program; and

WHEREAS, The City's conveyance of the City Lots was conditioned, in part, on the City and the Developer entering into a redevelopment agreement in substantially the form attached as Exhibit A to the September 2007 Ordinance; and

WHEREAS, The Developer and the City previously entered into that certain "Redevelopment Agreement -- New Homes for Chicago Program -- Bickerdike Redevelopment Corporation" (the "RDA"), dated as of November 30, 2007 ("Effective Date"), and recorded on December 4, 2007, with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document Number 0733839091, pursuant to which the Developer was required: (a) to construct up to thirty-two (32) single-family homes, comprising eleven (11) detached single-family homes and twenty-one (21) single-family condominium units located in seven (7) three-flat buildings (each such home, a "Single-Family Home" or "Home"); and (b) to sell the Homes to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-five Thousand Dollars (\$195,000) (the "Project"); and

WHEREAS, Pursuant to an ordinance the City Council adopted on May 12, 2010 (the "2010 Ordinance"), and published in the *Journal* for such date at pages 91230 -- 91244, the Project Ordinances were amended to: (i) eliminate from the Project the four City Lots identified on Exhibit B attached hereto and incorporated here (the "Excluded City Lots"); (ii) reduce the size of the Project to the construction of up to sixteen (16) single-family homes

in thirteen (13) detached single-family homes and three (3) single-family home condominium units located in one (1) three-flat building, with corresponding adjustments to the various subsidies offered by the City; and (iii) extend the City Lot conveyance and Project completion dates; and

WHEREAS, The City and the Developer previously entered into that certain "First Amendment to Redevelopment Agreement" (the "First Amendment"), dated as of June 7, 2010 and recorded on July 22, 2010, with the Recorder's Office, as Document Number 1020331094, to implement the terms of the 2010 Ordinance (the RDA, as amended by the First Amendment, the "Amended RDA"); and

WHEREAS, The City has conveyed to the Developer all the City Lots, except the Excluded City Lots; and

WHEREAS, Owing to the collapse of the housing market shortly after the City conveyed the City Lots to the Developer, the Developer determined that the construction of single family homes on the following City Lots was not financially feasible, and such parcels remain vacant: 1256 North Artesian Avenue (Site 4), 1353 North Maplewood Avenue (Site 3), 3301 West Crystal Street (Site 1), 1020 North Kedzie Avenue (Site 15) and 1728 North Drake Avenue (Site 10) (collectively, the "Vacant Parcels"); and

WHEREAS, The Vacant Parcels, other than 1728 North Drake Avenue (Site 10) (the Vacant Parcels, excluding 1728 North Drake Avenue, are referred to as the "IHDA Encumbered Parcels"), are encumbered by that certain Illinois Affordable Housing Tax Credit Regulatory Agreement ("Regulatory Agreement"), dated as of November 30, 2007 and entered into by and between the Illinois Housing Development Authority (the "Authority") and the Developer; and

WHEREAS, The Developer has proposed to reconvey the Vacant Parcels to the City, subject to the Developer's obtaining, at the time of the reconveyance or such other time as is acceptable to the City, the Authority's release of the Regulatory Agreement from the IHDA Encumbered Parcels, and further subject to the City's satisfaction with the condition of title for each of the Vacant Parcels and the City's determination that the environmental condition of the Vacant Parcels is acceptable; and

WHEREAS, The City's Department of Housing (including any successor department thereto, "DOH") has determined that it is in the City's best interests to reacquire the Vacant Parcels; and

WHEREAS, The Developer has partially developed a 3-flat building on the City Lot at 3047 West Wabansia Avenue (Site 16), which City Lot is encumbered by the Amended RDA and the Regulatory Agreement; and

WHEREAS, The Developer has proposed that the City release the City Lot at 3047 West Wabansia Avenue (Site 16) from the Amended RDA because the building on that City Lot has been partially constructed and vacant since 2008 and could not be completed under the terms of the Amended RDA; and

WHEREAS, The City's releasing the City Lot at 3047 West Wabansia Avenue (Site 16) from the Amended RDA will allow the Developer to complete the construction of the building and to rent the units in it at an affordable price; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of DOH (the "Commissioner"), or any designee of the Commissioner, subject to the approval of the Corporation Counsel as to form and legality, is authorized to accept one or more special warranty deeds from the Developer that conveys the Vacant Lots to the City. The Commissioner, or a designee of the Commissioner, is each hereby authorized to negotiate, execute and deliver such supporting documents as may be necessary or appropriate to carry out the reconveyances. The Commissioner, or a designee of the Commissioner, subject to the approval of the Corporation Counsel as to form and legality, is authorized to negotiate, execute and deliver a release of the City Lot at 3047 West Wabansia Avenue (Site 16) from the Amended RDA.

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".

List Of City Lots From The RDA.

Site 1:

Lot 48 in S. E. Gross' Sixth Humboldt Park Addition to Chicago, being a subdivision of Block 7 and Lots 25 to 48, both inclusive, in Block 6 in Weage, Eberhart and Bartlett's Subdivision of the southeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3301 West Crystal Street
Chicago, Illinois 60651.

Property Index Number:

16-02-227-022.

Site 2:

Lot 86 in S. E. Gross' Fifth Humboldt Park Addition to Chicago, being a subdivision in the northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3221 West Crystal Street
Chicago, Illinois 60651.

Property Index Number:

16-02-228-015.

Site 3:

Lot 46 in Block 3 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1353 North Maplewood Avenue
Chicago, Illinois 60622.

Property Index Number:

16-01-219-003.

Site 4:

Lot 1 in Block 7 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1256 North Artesian Avenue
Chicago, Illinois 60622.

Property Index Number:

16-01-228-018.

Site 5:

Lot 26 in Block 2 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1303 North Campbell Avenue
Chicago, Illinois 60622.

Property Index Number:

16-01-220-023.

Site 6:

Lot 23 in Block 14 in J. R. Lane's Resubdivision of Block 14 and the east half of Block 15 N.E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3254 West Wabansia Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-416-048.

Site 7:

Lot 13 in Block 6 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1226 North Campbell Avenue
Chicago, Illinois 60622.

Property Index Number:

16-01-227-028.

Site 8:

Lot 14 in Block 7 in Johnson and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1622 North Whipple Street
Chicago, Illinois 60647.

Property Index Number:

13-36-326-030.

Site 9:

Lot 44 in Block 7 in the subdivision of Blocks 4 to 9 in E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1828 North Drake Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-406-031.

Site 10:

Lot 13 in Block 18 of C.B. Simon's Resubdivision of Blocks 18 and 19 in Edward Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1728 North Drake Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-412-027.

Site 11:

Lot 10 in Block 20 of C.B. Simon's Resubdivision of Block 20 in E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1634 North St. Louis Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-419-025.

Site 12:

Lot 2 in Delameter's Resubdivision of Lots 5 to 18, both inclusive, in Block 23 in E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1632 North Sawyer Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-422-022.

Site 13:

Lot 33 in Block 8 in Johnson and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1627 North Whipple Street
Chicago, Illinois 60647.

Property Index Number:

13-36-327-012.

Site 14:

Lot 21 in Block 5 in the subdivision of Blocks 4 to 9 in E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1929 North Drake Avenue
Chicago, Illinois 60623.

Property Index Number:

13-35-401-016.

Site 15:

Lot 3 in Block 2 in Gans and Freeman's Subdivision of part of Blocks 2, 3 and 4 in Humboldt Park Addition to Chicago, being a subdivision of Lot 3 of Superior Court Partition of the east half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1020 North Kedzie Avenue
Chicago, Illinois 60651.

Property Index Number:

16-02-414-010.

Site 16:

Lot 44 in Block 7 in Johnson and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3047 West Wabansia Avenue
Chicago, Illinois 60647.

Property Index Number:

13-36-326-001.

Site 17:

Lot 83 in S. E. Gross' Fourth Humboldt Park Addition to Chicago, being a subdivision of Lot 7 in Superior Court Partition of the east half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1144 North Christiana Avenue
Chicago, Illinois 60651.

Property Index Number:

16-02-408-032.

Site 18:

The north 27 feet of the east 177 feet of Block 10 of E. Simon's Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1858 North Spaulding Avenue
Chicago, Illinois 60647.

Property Index Number:

13-35-409-020.

*Exhibit "B".**List Of Excluded City Lots.*

Address	Property Index Number
3221 West Crystal Street	16-02-228-015
1622 North Whipple Street	13-36-326-030
1144 North Christiana Avenue	16-02-408-032
1226 North Campbell Street	16-01-227-028

DESIGNATION OF 1628 W. DIVISION ST. AS LOW AFFORDABILITY COMMUNITY.
[O2024-0010155]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which was referred an ordinance introduced by Alderperson Daniel La Spata for the designation of 1628 West Division Street as a Low Affordability Community (1st Ward) (O2024-0010155), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, The City's Department of Housing ("DOH"), through various programs, endeavors to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Chapter 15-178, as the same may be hereafter amended, restated or supplemented from time to time ("Chapter 15-178") to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Chapter 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Chapter 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Chapter 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multi-family building's units will have rents that are at or below maximum

rents as defined in Chapter 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Chapter 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 20 percent of the year-round rental housing units in the West Town Community Area were affordable, compared to an average of 36 percent for Chicago; and

WHEREAS, The proposed Low Affordability Area is within the West Town Community Area; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth.

SECTION 2. The City hereby finds that the property with common address of 1628 West Division Street, as more precisely described on Exhibit 1 attached hereto and hereby made a part hereof is a Low Affordability Community and specifies the permanent index numbers related to the proposed area in Exhibit 1. Project Real Property is a Low Affordability Community and specifies the permanent index number(s) related to the Project Real Property on Exhibit 1 for the purposes of Chapter 15-178(c)(2) of the Property Tax Code (35 ILCS 200/15-178).

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

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

SECTION 5. This ordinance shall be effective from and after its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (subject to final title and survey):

That part of Lots 11, 14, 15, 18, 19, 22, 23, 26 and 27 in J. E. Thompson's Addition to Chicago in the east half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the most northerly northeast corner of said Lot 11; thence southerly along an easterly line of Lot 11, a distance of 11.30 feet to a corner of said Lot 11; thence southwesterly along the southeasterly line of said Lots 11, 14, 15, 18, 19, 22, 23, 26 and 27, a distance of

186.50 feet; thence northwesterly along a line which is parallel with the northeasterly line of said Lot 11, a distance of 72.00 feet; thence northeasterly along a line which is parallel with the southeasterly line of said Lots 11, 14, 15, 18, 19, 22, 23, 26 and 27, a distance of 194.50 feet to the northeasterly line of said Lot 11; thence southeasterly along said northeasterly line of Lot 11, a distance of 64.00 feet to the place of beginning, all in Cook County, Illinois.

Address Commonly Known As:

1628 West Division Street
Chicago, Illinois 60622.

Permanent Index Number:

17-06-235-116-0000.

DESIGNATION OF ALLOY REAL PROPERTY AT 2031 -- 2033 N. KINGSBURY ST.
AND ANNEXATION REAL PROPERTY AT 2032 N. CLYBOURN AVE. AS
LOW AFFORDABILITY COMMUNITIES.

[O2024-0009659]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which was referred an ordinance introduced by Alderperson Brian Hopkins for the designation of Alloy Real Property at 2031 -- 2033 North Kingsbury Street and Annexation Real Property at 2032 North Clybourn Avenue as Low Affordability Communities (2nd Ward) (O2024-0009659), having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Chapter 15-178 (as the same may be hereafter amended, restated or supplemented from time to time, "Chapter 15-178"), to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Chapter 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Chapter 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Chapter 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multi-family building's units will have rents that are at or below maximum rents as defined in Chapter 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Chapter 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 13 percent of year-round rental housing units in the Lincoln Park Community Area were affordable; and

WHEREAS, Alloy Property Company 2 LLC, a limited liability company, intends to construct a building (the "Alloy Building") which is anticipated to contain 355 dwelling units, of which 71 units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Chapter 15-178; and

WHEREAS, The Alloy Building will be located generally at 2031 -- 2033 North Kingsbury Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Alloy Real Property") and is within the Lincoln Park Community Area; and

WHEREAS, Annexation LLC, a limited liability company, intends to redevelop an existing building (the "Annexation Building") which is anticipated to contain 121 dwelling units, of which 25 units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Chapter 15-178; and

WHEREAS, The Annexation Building will be located generally at 2032 North Clybourn Avenue in Chicago, Illinois, as more precisely described in Exhibit 2 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Annexation Real Property") and is within the Lincoln Park Community Area; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby finds that each of the Alloy Real Property and Annexation Real Property is a Low Affordability Community and specifies for the purposes of Chapter 15-178(c)(2) and Chapter 15-178(g) of the Property Tax Code (35 ILCS 200/15-178) the permanent index number(s) related to the real property described on each of Exhibit 1 and Exhibit 2.

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

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

SECTION 5. This ordinance shall be effective upon passage and publication.

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.

Legal Description Of Alloy Real Property.

Parcel 1:

All of Lots 28 to 31, both inclusive, in Sublot 3 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Those parts of Lot 1 and part of the private alley in the subdivision of Lots 40 to 44, inclusive, and those parts of Lots 32 to 39, inclusive, in Sublot 3 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago, all lying westerly of the following described line: commencing at a point on the north line of said Lot 32, a distance of 3.00 feet east of the northwest corner of said Lot 32; thence southeasterly on a 12 degrees, 30 minutes curve to the left, for a distance of approximately 242.00 feet (record) 263.49 feet (measured) to a point on the south line of said Lot 1, all in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 23, 24, 25, 26 and 27 in Block 3 and Lots 40, 41, 42, 43, and 44 in Block 2 and vacated Lakewood Avenue, as vacated by ordinance recorded March 30, 1915 as Document Number 5602810 lying southeasterly of and adjoining said Lot 44 in Block 2 and lying northwesterly of and adjoining said Lot 23 in Block 3, all in subdivision of Block 13, in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

2031 -- 2033 North Kingsbury Street
Chicago, Illinois 60614.

Permanent Index Numbers:

14-32-132-001;

14-32-132-003;

14-32-132-004;

14-32-132-015;

14-32-128-022;

14-32-128-023;

14-32-128-024;

14-32-128-025; and

14-32-128-026.

Exhibit 2.

Legal Description Of Annexation Real Property.

Parcel 1:

Lots 1 to 13 and all that portion of Lots 14 to 19 in Block 3 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago which is described as follows: commencing at the northeasterly corner of said Lot 14; thence northwesterly along the northerly line of said Lots 14 to 19 which coincides with the southerly line of Clybourn Avenue, 147.57 feet to a point in a line which is parallel to and 12.5 feet easterly, measured at right angles, from centerline of the most easterly track; thence southerly along said parallel line which makes an angle of 44 degrees, 31 minutes, 15 seconds with said southerly line of Clybourn Avenue, 143.03 feet to the beginning of a curve to left with a radius of 469.84 feet; thence southerly along said curve, 55.66 feet, more or less, to a point in the easterly line of said Lot 14, a distance of 132 feet southerly of the northeasterly corner thereof; thence northly along said lot line, a distance of 132 feet to the point of beginning.

Parcel 2:

Lots 1 to 6 and the 10-foot private alley lying northwesterly of and adjoining said Lots 1 to 6 in the subdivision of Lots 40 to 44, both inclusive, in Sub-Block 3 of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting from said Lot 1 and said 10-foot private alley part thereof conveyed to Chicago, Milwaukee and St. Paul Railroad Company by warranty deed recorded February 11, 1897 as Document Number 2497373.

Parcel 3:

That part of Lots 32 to 39, both inclusive, in Sub-Block 3 of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying easterly of the easterly line of the Chicago, Milwaukee and St. Paul Railroad Company's right-of-way, said easterly line of the Chicago, Milwaukee and St. Paul Railroad Company's right-of-way now being a line drawn across said Lots 32 to 39 beginning in southeasterly line of said Lot 38, 17.2 feet from the southerly corner thereof; thence northerly on a curve convex to the southwest with a radius of 400.3 feet and cross the southeasterly line of said Lot 37 at a point 27.4 feet from its southerly corner thereof, and crossing the southeasterly line of said Lot 36, at a point 39.8 feet from its southerly corner thereof and crossing the southeasterly line of said Lot 35, 54.1 feet from its southerly corner thereof, and crossing the southeasterly line of said Lot 34, 71.1 feet from its southerly corner thereof to a point in the southeasterly line of said Lot 33, 91.7 feet from its southerly corner thereof; thence northerly in a straight line to a point in the southeasterly line of Lot 32, 115.5 feet from the southerly corner thereof; thence northerly in a straight line to a point in northeasterly line of Lot 32, 19.8 feet from the east corner thereof, in Cook County, Illinois.

Addresses Commonly Known As:

2032 North Clybourn Avenue
Chicago, Illinois 60614; and

2005 North Kingsbury Street
Chicago, Illinois 60614.

Permanent Index Numbers:

14-32-132-003-0000;

14-32-132-004-0000;

14-32-132-005-0000;

14-32-132-007-0000;

14-32-132-008-0000;

14-32-132-009-0000;

14-32-132-011-0000;

14-32-132-014-0000; and

14-32-132-015-0000.

DESIGNATION OF 2418 -- 2430 N. MILWAUKEE AVE. AS LOW AFFORDABILITY COMMUNITY.

[O2024-0010159]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2024 and to which was referred an ordinance introduced by Alderperson Daniel La Spata for the designation of 2418 -- 2430 North Milwaukee Avenue/ 2930 -- 2950 West Fullerton Avenue as a Low Affordability Community (1st Ward) (O2024-0010159), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, The City's Department of Housing ("DOH"), through various programs, endeavors to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Chapter 15-178, as the same may be hereafter amended, restated or supplemented from time to time ("Chapter 15-178") to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Chapter 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Chapter 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Chapter 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multi-family building's units will have rents that are at or below maximum rents as defined in Chapter 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Chapter 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 26 percent of the year-round rental housing units in the Logan Square Community Area were affordable, compared to an average of 36 percent for Chicago; and

WHEREAS, The proposed Low Affordability Area is within the Logan Square Community Area; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth.

SECTION 2. The City hereby finds that 2418 to 2430 North Milwaukee Avenue (also known as approximately 2930 to 2950 West Fullerton Avenue on the Fullerton Avenue side) is a Low Affordability Community and specifies the permanent index number(s) related to the proposed area in Exhibit 1 for the purposes of Chapter 15-178(c)(2) and Chapter 15-178(g) of the Property Tax Code (35 ILCS 200/15-178).

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

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

SECTION 5. This ordinance shall be effective upon its passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (subject to final title and survey):

Lots 11, 12, 13 (except that part conveyed to the Metropolitan West Side Elevated Railroad Company), 14, 15 and 16 in Block 6 in George A. Seavern's Subdivision of the southwest quarter of the southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

2418 -- 2430 North Milwaukee Avenue
(on Fullerton side, approximately 2930 -- 2950 West Fullerton Avenue)
Chicago, Illinois 60647.

Permanent Index Numbers:

13-25-326-007;

13-25-326-008;

13-25-326-009; and

13-25-326-010.

COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

CALL ON COMMITTEE ON POLICE AND FIRE AND COMMITTEE ON IMMIGRATION AND REFUGEE RIGHTS TO HOLD JOINT HEARINGS WITH CHICAGO POLICE DEPARTMENT REGARDING STATUS OF U NONIMMIGRANT STATUS CERTIFICATIONS, POLICIES FOR APPROVAL/DENIAL AND COLLECTION OF DATA.

[SR2023-0001265]

The Committee on Immigrant and Refugee Rights submitted the following report:

CHICAGO, July 2, 2024.

To the President and Members of the City Council:

Your Committee on Immigrant and Refugee Rights, having had under consideration a substitute resolution (SRO2023-0001265) introduced by Alderperson Lopez, concerning a call for hearings regarding U Nonimmigrant Status certifications, policies and data collection, begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present on July 2, 2024.

Respectfully submitted,

(Signed) ANDRE VASQUEZ,
Chair.

On motion of Alderperson Vasquez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States of America Citizenship and Immigration Services permits the issuance of U-Visa status to undocumented individuals who are victims of certain crimes, suffered mental or physical abuse, and are helpful to law enforcement or government officials in the investigation or prosecution of criminal activity; and

WHEREAS, The federal legislation was intended to strengthen the ability of law enforcement agencies, such as the Chicago Police Department, to investigate and prosecute cases of domestic violence, sexual assault, trafficking of noncitizens and other crimes, while also protecting victims of crimes who have suffered substantial mental or physical abuse due to the crime and are willing to help law enforcement authorities in the investigation or prosecution of the criminal activity; and

WHEREAS, The United States of America Citizenship and Immigration Services considers the following to be qualifying criminal activities as suitable grounds for eligibility: abduction, abusive sexual contact, blackmail, domestic violence, extortion, false imprisonment, female genital mutilation, felonious assault, fraud in foreign labor contracting, hostage, incest, involuntary servitude, kidnapping, manslaughter, murder, obstruction of justice, peonage, perjury, prostitution, rape, sexual assault, sexual exploitation, slave trade, stalking torture, trafficking, witness tampering unlawful criminal restraint, and other substantially similar crimes; and

WHEREAS, The Chicago Police Department's Records Inquiry Section (Unit 163) is responsible for the adjudication of U-Visa applications submitted to the department and does not track certification applications submitted, approved and/or rejected by the unit; and

WHEREAS, According to a recent report by Injustice Watch, the police department has denied at least 800 certifications in the last two years as opposed to Los Angeles and New York City which denied less than 350 and 150 requests in 2021 respectively; and

WHEREAS, The City Council of the City of Chicago has reaffirmed its commitment on numerous times to be a Welcoming City to those undocumented individuals seeking refuge from the harms of their homeland; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Committee on Police and Fire and the Committee on Immigration and Refugee Rights hold joint hearings with the Chicago Police Department to discuss the status of U Nonimmigrant Status certifications within the City of Chicago, its policies and protocols for approval or denial, the collection of data, and the ability of the department to genuinely assist those most vulnerable needing our assistance in accessing a federal certification.

CALL ON UNITED STATES PRESIDENT JOSEPH BIDEN AND SECRETARY OF HOMELAND SECURITY TO PROCESS REQUESTS FOR TEMPORARY PROTECTED STATUS TO ECUADORIAN CITIZENS MIGRATING TO UNITED STATES.

[SR2024-0007367]

The Committee on Immigrant and Refugee Rights submitted the following report:

CHICAGO, July 2, 2024.

To the President and Members of the City Council:

Your Committee on Immigrant and Refugee Rights, having had under consideration a substitute resolution (SR2024-0007367) introduced by Alderperson Lopez concerning a call on President Joseph Biden and the Secretary of Homeland Security to process temporary protected status requests for Ecuadorian citizens migrating to the United States, begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present on July 2, 2024.

Respectfully submitted,

(Signed) ANDRE VASQUEZ,
Chair.

On motion of Alderperson Vasquez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, In 2023, approximately 300,000 Ecuadorian citizens fled their homeland facing numerous challenges including natural disasters, economic instability, political unrest and increase in organized crime and drug trafficking drug cartel activity, with a daily average for violent deaths at 44.9 per 100,000 persons according to the United Nations Office of Drugs and Organized Crime; and

WHEREAS, The increasing influence of organized crime networks has eroded the rule of law and caused fear and insecurity. The proliferation of these groups has led to a surge in violence, including illicit gun trafficking, kidnapping, extortion, executions and robbery underscoring the urgency of providing Temporary Protected Status (TPS) for Ecuadorians residing in the United States; and

WHEREAS, TPS was created as a statute in 1990 allowing the Secretary of Homeland Security to designate a foreign country for TPS due to conditions in the country that temporarily prevent the country's nationals from returning safely, or in certain circumstances, where the country is unable to handle the return of its nationals adequately; and

WHEREAS, The City of Chicago has welcomed Ecuadorian immigrants for generations, becoming the fourth top location for Ecuadorians following cities in the State of New York, living in the Logan Square, Uptown, Irving Park, Belmont Cragin, Mayfair, Humboldt Park and Albany Park communities; and

WHEREAS, The migration of Ecuadorians has come in waves over the last several decades, with their populations growing exponentially every decade, becoming more and more embedded into the fabric of this most American of American cities; and

WHEREAS, The current border crisis has exposed a fundamental injustice and bias towards Ecuador and its people, all who are ineligible for the Department of Homeland Security Temporary Protective Status as afforded to other Central and South American countries suffering from natural disasters, protracted unrest, or conflict; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 17th day of July 2024, call upon President Joseph Biden to urge the Secretary of Homeland Security, Alejandro Mayorkas, to work with the Ecuadorian Ministry of Foreign Affairs and Human Mobility to process any request for Temporary Protective Status to Ecuadorian citizens living in uncertainty and fear for decades. TPS would allow them to work legally, access critical healthcare and contribute to their communities while awaiting improvements in conditions in Ecuador; and

Be It Further Resolved by the City Council of the City of Chicago, That the City of Chicago calls upon its congressional delegation to support this resolution and pursue legislation to make this request possible for the Ecuadorians deserving our help and support.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF SECTIONS 9-108-010 AND 9-108-020 MUNICIPAL CODE BY INCLUDING METERED PARKING VIOLATIONS FOR AUTOMATED PARKING ENFORCEMENT SYSTEM PILOT PROGRAM.

[SO2024-0009634]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on July 10, 2024, recommends passage of a substitute ordinance for amendment of the Municipal Code Sections 9-108-010 and 9-108-020 to include metered parking violations for the automated parking enforcement system pilot program (SO2024-0009634) introduced on May 22, 2024, by Alderperson Reilly (42nd Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee present on July 10, 2024, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-108-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

9-108-010 Definitions.

For purposes of this chapter, the definitions in Section 9-4-010 and the following definitions shall apply:

“Automated parking enforcement system” means a device, mounted on public transit vehicles, City vehicles, City property, and other locations identified by the Chicago Department of Transportation which records, through photographic means, a vehicle and the vehicle registration plate of a vehicle used in the commission of a covered offense. An image recorded by an automated parking enforcement system shall display the time, date, and location of the covered offense.

“Covered offense” means a parking or standing violation within the pilot area of Section 9-12-060, 9-40-060, 9-64-020(b), 9-64-080, 9-64-100, 9-64-110, 9-64-140, 9-64-150, 9-64-160(b), 9-64-180, or 9-64-190(e) of this Code.

“Pilot area” means the streets or parts of streets within the City’s jurisdiction within the area bounded by a line, inclusive of both sides of the street, as follows: the easternmost point of North Avenue extended to Lake Michigan; then west on North Avenue to Ashland Avenue; then south on Ashland Avenue to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan.

SECTION 2. Section 9-108-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

9-108-020 Purpose -- Establishment Of Automated Parking Enforcement Pilot Program.

(a) The purpose of this chapter is to provide for a pilot program that utilizes automated parking enforcement systems ~~mounted on public transit vehicles, City vehicles, City property, and other locations identified by the Chicago Department of Transportation~~ to record covered offenses and enforce parking regulations within the pilot area. The program shall be administered by the Department of Transportation and Department of Finance. The program shall be enforced through a system of administrative adjudication within the Department of Administrative Hearings.

(b) The Mayor, the Chief Financial Officer, the Comptroller, and the Commissioner are each authorized, severally or jointly, to negotiate, execute, and deliver any and all agreements, contracts, cost reimbursement or revenue-sharing partnerships, or instruments as the executing officer shall deem necessary, advisable, or appropriate in connection with the implementation of the pilot program established under this chapter, and to take all additional actions as necessary or appropriate to carry out the pilot program.

(c) The Commissioner and the Traffic Compliance Administrator, in consultation with the Office of Emergency Management and Communications and the Department of Police, shall adopt rules as may be necessary for the proper administration and enforcement of this chapter.

(d) Prior to the installation of an automated parking enforcement system, the Commissioner shall notify the alderman of the ward in which the automated parking enforcement system is to be installed and solicit a recommendation for the location of such installation based on the alderman's analysis of any relevant factors.

SECTION 3. This ordinance shall take effect 10 days after passage and publication.

AMENDMENT OF SECTION 9-108-080 OF MUNICIPAL CODE BY EXTENDING EXPIRATION DATE FOR SMART STREETS PILOT PROGRAM.

[SO2024-0007768]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on July 10, 2024, recommends passage of a substitute ordinance for amendment of the Municipal Code Section 9-108-080 by extending the end date for Smart Streets Pilot Program to the second anniversary of the date on which the first notice of violation is issued to the program (SO2024-0007768) introduced on February 15, 2024, by Alderperson Reilly (42nd Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee present on July 10, 2024, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-108-080 of the Municipal Code of Chicago is hereby amended by deleting the language stricken, and by inserting the language underscored, as follows:

9-108-080 Expiration.

This chapter shall be repealed, and the Smart Streets Pilot Program shall expire and be terminated, without further action by the City Council, on ~~June 30, 2025~~. the second anniversary of the date on which the first notice of violation is issued pursuant to the Smart Streets Pilot Program.

SECTION 2. This ordinance shall take effect upon passage and publication.

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2024-0010641]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to establish and/or amend no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location
1	Amend parking meters at North Milwaukee Avenue (west side of the street) from North California Avenue to North Sacramento Avenue by striking: "parking meters" and inserting: "no parking/tow-away zone -- at all times -- all days"; [O2024-0010175]
2	West Germania Place (south side) from North Clark Street to a point 133 feet west thereof -- no parking/tow-away zone -- at all times -- all days; [SO2024-0009952]
31	West George Street (south side of the street) from a point 262 feet west of North Karlov Avenue to a point 90 feet west thereof -- no parking/tow-away zone -- at all times -- all days; [Or2024-0008779]
34	West Lake Street (south side of the street) from North Desplaines Street to a point 80 feet west thereof -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2024-0010090]
35	Repeal rush hour parking restrictions at West Belmont Avenue (south side of the street) from North Milwaukee Avenue to North Branch Chicago River; West Belmont Avenue (north side of the street) from North Central Park Avenue to North Kedzie Avenue; and West Belmont Street (north side of the street) from North California Avenue to North Branch Chicago River; [O2024-0010430]
35	North Milwaukee Avenue (west side of the street) from North Sacramento Avenue to West Logan Boulevard -- no parking/tow-away zone -- at all times -- all days; [O2024-0010568]
35	West Belmont Avenue (both sides of the street) from North Drake Avenue to North Kimball Avenue -- no parking/tow-away zone -- at all times -- all days; [O2024-0010570]
39	West Sunnyside Avenue (both sides of the street) from North Pulaski Road to the first alley west thereof -- no parking/tow-away zone -- at all times -- all days (public benefit). [O2024-0010463]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2024-0010640]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
4	4542 South Drexel Avenue -- Disabled Parking Permit Number 134067; [O2024-0009874]
4	4411 South Ellis Avenue -- Disabled Parking Permit Number 134126; [O2024-0009875]
5	7343 South University Avenue -- Disabled Parking Permit Number 133277; [O2024-0010508]
6	7349 South Wabash Avenue -- disabled permit parking; [O2024-0009793]
6	7133 South Eberhart Avenue -- Disabled Parking Permit Number 133400; [O2024-0010509]
6	7244 South Evans Avenue -- Disabled Parking Permit Number 133412; [O2024-0010511]
6	353 East 68 th Street -- Disabled Parking Permit Number 133432; [O2024-0010512]
6	9342 South Calumet Avenue -- Disabled Parking Permit Number 133490; [O2024-0010513]
6	7803 South Saint Lawrence Avenue -- Disabled Parking Permit Number 133533; [O2024-0010515]
6	8347 South Saint Lawrence Avenue -- Disabled Parking Permit Number 133619; [O2024-0010517]
8	8625 South Cregier Avenue -- Disabled Parking Permit Number 132995; [O2024-0009863]

Ward	Location And Permit Number
9	9555 South Yale Avenue -- Disabled Parking Permit Number 133169; [O2024-0010518]
9	10546 South Forest Avenue -- Disabled Parking Permit Number 133473; [O2024-0010519]
11	2706 South Wallace Street -- Disabled Parking Permit Number 132320; [O2024-0010520]
11	3711 South Emerald Avenue -- Disabled Parking Permit Number 133702; [O2024-0010521]
11	2923 South Throop Street -- Disabled Parking Permit Number 134124; [O2024-0010523]
12	4349 South Trumbull Avenue -- Disabled Parking Permit Number 133394; [O2024-0009790]
12	4604 South Whipple Street -- Disabled Parking Permit Number 132262; [O2024-0009792]
12	4607 South Talman Avenue -- Disabled Parking Permit Number 133465; [O2024-0009794]
12	4047 South Montgomery Avenue -- Disabled Parking Permit Number 133525; [O2024-0009799]
12	4136 South Maplewood Avenue -- Disabled Parking Permit Number 130537; [O2024-0009907]
12	2731 West 38 th Place -- Disabled Parking Permit Number 133050; [O2024-0010063]
12	3130 West 41 st Place -- Disabled Parking Permit Number 132571; [O2024-0010524]
14	5368 South Maplewood Avenue -- Disabled Parking Permit Number 133714; [O2024-0010186]
14	5211 South Rockwell Street -- Disabled Parking Permit Number 133384; [O2024-0010497]
14	5655 South Richmond Street -- Disabled Parking Permit Number 133326; [O2024-0010499]

Ward	Location And Permit Number
14	4428 South Komensky Avenue -- Disabled Parking Permit Number 131763; [O2024-0010501]
14	3433 West 59 th Place -- Disabled Parking Permit Number 131274; [O2024-0010506]
15	508 West 46 th Street -- Disabled Parking Permit Number 133454; [O2024-0010525]
15	5707 South Winchester Avenue -- Disabled Parking Permit Number 133476; [O2024-0010526]
16	2137 West 53 rd Place -- Disabled Parking Permit Number 133268; [O2024-0010084]
16	5441 South Justine Street -- Disabled Parking Permit Number 133661; [O2024-0010528]
16	6128 South Sangamon Street -- Disabled Parking Permit Number 133663; [O2024-0010529]
17	8548 South May Street -- Disabled Parking Permit Number 133299; [O2024-0010531]
17	7612 South Bishop Street -- Disabled Parking Permit Number 133488; [O2024-0010532]
18	2055 West 80 th Street -- Disabled Parking Permit Number 128996; [O2024-0009797]
18	8445 South Kostner Avenue -- Disabled Parking Permit Number 131282; [O2024-0010534]
18	7650 South Artesian Avenue -- Disabled Parking Permit Number 133226; [O2024-0010535]
18	3742 West 85 th Street -- Disabled Parking Permit Number 133688; [O2024-0010536]
19	10055 South California Avenue -- disabled permit parking; [O2024-0009866]
19	9752 South Oakley Avenue -- disabled permit parking; [O2024-0009867]

Ward	Location And Permit Number
19	10811 South Talman Avenue -- Disabled Parking Permit Number 132976; [O2024-0010537]
19	11427 South Artesian Avenue -- Disabled Parking Permit Number 133536; [O2024-0010538]
20	4922 South Washington Park Court -- Disabled Parking Permit Number 432067; [O2024-0010467]
21	9125 South Racine Avenue -- Disabled Parking Permit Number 127472; [O2024-0010539]
21	9338 South Peoria Street -- Disabled Parking Permit Number 133132; [O2024-0010541]
21	1217 West 97 th Place -- Disabled Parking Permit Number 133386; [O2024-0010542]
21	11926 South Lowe Avenue -- Disabled Parking Permit Number 133638; [O2024-0010543]
23	6748 South Kostner Avenue -- Disabled Parking Permit Number 133483; [O2024-0010547]
24	1450 South Kenneth Avenue -- Disabled Parking Permit Number 133276; [O2024-0010549]
26	2845 West Augusta Boulevard -- Disabled Parking Permit Number 132516; [O2024-0010552]
27	851 North Homan Avenue -- Disabled Parking Permit Number 133279; [O2024-0009800]
27	1365 North Hudson Avenue -- Disabled Parking Permit Number 126745; [O2024-0009821]
27	2721 West Wilcox Street -- Disabled Parking Permit Number 133497; [O2024-0010554]
29	4933 West Van Buren Street -- disabled permit parking; [O2024-0009855]
29	2034 North Neva Avenue -- Disabled Parking Permit Number 122530; [O2024-0010466]

Ward	Location And Permit Number
29	1138 North Monitor Avenue -- Disabled Parking Permit Number 132936; [O2024-0010556]
29	1729 North Natchez Avenue -- Disabled Parking Permit Number 132620; [O2024-0010558]
30	3519 North Narraganset Avenue -- Disabled Parking Permit Number 131840; [O2024-0010465]
30	5359 West Byron Street -- Disabled Parking Permit Number 133504; [O2024-0010557]
31	4024 West Barry Avenue -- Disabled Parking Permit Number 133469; [O2024-0010069]
31	4950 West Schubert Avenue -- Disabled Parking Permit Number 133644; [O2024-0010071]
32	3452 North Claremont Avenue -- Disabled Parking Permit Number 130737; [O2024-0009862]
33	4741 North Springfield Avenue -- Disabled Parking Permit Number 133013; [O2024-0010559]
35	3309 West Diversey Avenue -- Disabled Parking Permit Number 133359; [O2024-0009868]
35	2803 North Spaulding Avenue -- Disabled Parking Permit Number 133422; [O2024-0009869]
35	3236 West Diversey Avenue (signs to be posted at 2744 North Sawyer Avenue) -- Disabled Parking Permit Number 133491; [O2024-0009870]
36	2457 West Haddon Avenue -- Disabled Parking Permit Number 133236; [O2024-0010561]
37	1748 North Long Avenue -- Disabled Parking Permit Number 133304; [O2024-0009686]
37	943 North Keystone Avenue -- Disabled Parking Permit Number 132839; [O2024-0010562]
37	150 North Lotus Avenue -- Disabled Parking Permit Number 133129; [O2024-0010563]

Ward	Location And Permit Number
37	1138 North Karlov Avenue -- Disabled Parking Permit Number 133141; [O2024-0010564]
37	1128 North Harding Avenue -- Disabled Parking Permit Number 133383; [O2024-0010565]
37	5040 West Superior Street -- Disabled Parking Permit Number 133471; [O2024-0010566]
38	3721 North Pittsburgh Avenue -- Disabled Parking Permit Number 133297; [O2024-0010092]
39	5407 North Virginia Avenue -- Disabled Parking Permit Number 131673; [O2024-0010453]
39	5439 North Bernard Street -- Disabled Parking Permit Number 133743; [O2024-0010455]
39	6054 West Peterson Avenue -- Disabled Parking Permit Number 134672; [O2024-0010461]
39	6063 North Sauganash Avenue (signs to be posted at 6047 North Tripp Avenue) -- Disabled Parking Permit Number 132009; [O2024-0010462]
40	2720 West Glenlake Avenue -- Disabled Parking Permit Number 133452; [O2024-0010464]
40	5554 North Paulina Street -- Disabled Parking Permit Number 133570; [O2024-0010505]
40	6129 North Winchester Avenue -- Disabled Parking Permit Number 133983; [O2024-0010507]
40	2112 West Farragut Avenue -- Disabled Parking Permit Number 133843; [O2024-0010572]
43	435 West Roslyn Place -- Disabled Parking Permit Number 133290; [O2024-0010573]
45	4022 North Central Park Avenue -- Disabled Parking Permit Number 132981; [O2024-0010574]
46	3829 North Greenview Avenue -- Disabled Parking Permit Number 133136; [O2024-0010575]

Ward	Location And Permit Number
50	6335 North Leavitt Street -- Disabled Parking Permit Number 133401; [O2024-0009864]
50	6121 North Mozart Street -- Disabled Parking Permit Number 131837. [O2024-0010001]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
12	Repeal Disabled Permit Parking Number 125155 at 6240 South Natchez Avenue; [O2024-0010026]
13	Repeal Disabled Permit Parking Number 120741 at 5525 South Monitor Avenue; [O2024-0010032]
13	Repeal Disabled Permit Parking Number 92516 at 5522 South Kolin Avenue; [O2024-0010034]
14	Repeal Disabled Permit Parking Number 130117 at 4940 South Knox Avenue; [O2024-0010185]
29	Repeal Disabled Permit Parking Number 72841 at 1350 North Menard Avenue; [O2024-0009983]
31	Repeal Disabled Permit Parking Number 122607 at 2739 North LeClaire Avenue; [O2024-0010072]
31	Repeal Disabled Permit Parking Number 114594 at 2919 North Lowell Avenue; [O2024-0010075]
39	Repeal Disabled Permit Parking Number 55493 at 5224 North Bernard Street; [O2024-0010452]
39	Repeal Disabled Permit Parking Number 114802 at 5716 North Saint Louis Avenue; [O2024-0010460]
40	Repeal Disabled Permit Parking Number 126581 at 1960 West Norwood Street; [O2024-0010484]

Ward	Location And Permit Number
40	Repeal Disabled Permit Parking Number 119260 at 6160 North Damen Avenue; [O2024-0010487]
40	Repeal Disabled Permit Parking Number 117246 at 5555 North Washtenaw Avenue; [O2024-0010491]
40	Repeal Disabled Permit Parking Number 116506 at 6037 North Damen Avenue; [O2024-0010494]
40	Repeal Disabled Permit Parking Number Parking Number 95638 at 1940 West Hood Avenue; [O2024-0010495]
40	Repeal Disabled Permit Parking Number 71215 at 2433 West Coyle Avenue; [O2024-0010496]
50	Repeal Disabled Permit Parking Number 132615 at 2724 West Rosemont Avenue; [O2024-0009730]
50	Repeal Disabled Permit Parking Number 116736 at 6967 North Bell Avenue. [O2024-0009731]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

REPEAL OF PARKING METERS.

[SO2024-0010642]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to repeal parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Comptroller of the City of Chicago is directed to remove parking meters at the below listed locations:

Ward	Location
35	Repeal parking meters at North Milwaukee Avenue (west side of the street) from North Sacramento Avenue to West Logan Boulevard; [O2024-0010569]
35	Repeal parking meters at West Belmont Avenue (both sides of the street) from North Drake Avenue to North Kimball Avenue. [O2024-0010571]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2024-0010658]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
1	Amend Residential Permit Parking Buffer Zone 96 at 2400 -- 2456 North Milwaukee Avenue by excluding: "2416 -- 2430 North Milwaukee Avenue"; [O2024-0010174]
4	500 -- 598 South State Street (even side of the street) -- Residential Permit Parking Buffer Zone 1673; [O2024-0010475]
12	4000 -- 4159 South Campbell Avenue (both sides of the street) -- Residential Permit Parking Zone 904 -- at all times -- all days; [O2024-0009803]
27	1652 -- 1654 West Walnut Street (north side only) -- residential permit parking -- at all times -- all days; [O2024-0010098]
40	Amend ordinance passed February 21, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 9651, which reads: "Residential Permit Parking Zone 2342 at 1808 -- 1960 West Hood Avenue (both sides of the street) -- 6:00 P.M. to 8:00 A.M. -- Monday through Friday" by striking: "1960" and inserting: "1999" in lieu thereof; 2034 -- 2119 West Hood Avenue (both sides of the street) -- 6:00 P.M. to 8:00 A.M. -- Monday through Friday by striking: "2119" and inserting "2199" in lieu thereof; and Residential Permit Parking Zone 2342 at 6100 -- 6168 North Ravenswood Avenue (both sides of the street) -- Residential Permit Parking Zone 2342 -- 6:00 P.M. to 8:00 A.M. -- Monday through Friday by striking: "both sides of the street" and inserting: "even side of the street" in lieu thereof; [O2024-0010471]
40	Amend ordinance passed on February 21, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 9651, which reads: "6100 -- 6168 North Ravenswood Avenue Residential Permit Parking Zone -- 6:00 P.M. to 8:00 A.M. -- Monday through Friday" by inserting: "odd side of the street only" and "Zone 233"; [O2024-0010473]

Ward	Location And Permit Number
44	3701 -- 3715 North Seminary Avenue (east side of the street) from West Waveland Avenue to the first alley north thereof -- Repeal Residential Permit Parking Zone 383 -- at all times -- all days; [O2024-0009844]
46	4878 -- 4880 North Sheridan Road (even side of the street) -- Buffer to Residential Permit Parking Zone 1268. [O2024-0010482]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2024-0010657]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,
(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
10	East 109 th Street and South Avenue L -- "All-Way Stop" sign, stopping all approaches; [O2024-0009801]
10	South Avenue H and East 114 th Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0010041]
10	South Ewing Avenue and East 107 th Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0010045]
15	West 60 th Street and South Mozart Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0009859]
15	West 65 th Street and South Hermitage Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0009860]
15	South Talman Avenue and West 57 th Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0009861]

Ward	Location And Type Of Sign
15	West 50 th Street, from South Rockwell Street to South Western Avenue -- 5-ton weight limitation; [Or2024-0010459]
18	West 84 th Street, from South Karlov Avenue to South Kostner Avenue -- one-way westerly; [O2024-0010445]
18	West 85 th Street, from South Kostner Avenue to South Karlov Avenue -- one-way easterly; [O2024-0010446]
22	West 32 nd Street and South Springfield Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0009732]
32	West Shakespeare Avenue and North Dominick Street -- "All-Way Stop" sign, stopping all approaches; [Or2024-0009969]
35	North Central Park Avenue, from North Elston Avenue to West Irving Park Road -- speed limitation -- 20 miles per hour; [O2024-0010432]
35	North Central Park Avenue, from North Elston Avenue to West Irving Park Road -- one-way southbound except bicycles; [O2024-0010438]
35	North Central Park Avenue, from West Wolfram Street to West Belmont Avenue -- speed limitation -- 20 miles per hour; [O2024-0010450]
35	West Belmont Avenue, from North Milwaukee Avenue to North Kimball Avenue -- speed limitation -- 20 miles per hour; [O2024-0010451]
44	Amend single direction at North Seminary Avenue, from 1100 West Cornelia Avenue to 1100 West Eddy Street by striking: "one-way northbound" and inserting: "two-way north- and southbound" in lieu thereof; [O2024-0010481]
47	North Ravenswood Avenue and West Larchmont Avenue -- "All-Way Stop" sign, stopping all approaches. [Or2024-0010192]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

AMENDMENT OF SECTION 10-8-332 OF MUNICIPAL CODE BY REQUIRING EVALUATION AND DETERMINATION THAT ATHLETIC EVENTS DO NOT PRESENT RISK TO HEALTH OF PARTICIPANTS, BYSTANDERS OR CITY PERSONNEL PRIOR TO ISSUANCE OF PERMITS.

[SO2024-0009633]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, July 10, 2024.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a substitute ordinance (SO2024-0009633) to amend Municipal Code Section 10-8-332 allowing permits for athletic events which do not present risk to the health of the participants, bystanders or city personnel, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on July 10, 2024.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 10-8-332 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

10-8-332 Athletic Event.

(Omitted text is unaffected by this ordinance.)

(f) After such investigation, the Commissioner ~~commissioner~~ shall issue a permit when the Commissioner ~~commissioner~~ finds that:

(1) The proposed athletic event will not substantially or unnecessarily interfere with traffic in the area contiguous to the activity, or that, if the athletic event will substantially interfere with such traffic, that there are available at the time of the proposed activity sufficient City ~~city~~ resources to mitigate the disruption;

(2) There are available at the time of the athletic event a sufficient number of on-duty police officers, or other ~~city~~ City employees authorized to regulate traffic, to police and protect lawful participants in the activity and non-participants from traffic-related hazards in light of the other demands for police protection at the time of the proposed event or activity;

(3) The concentration of persons, animals, vehicles or things at the assembly and disbanding areas and along the athletic event route will not prevent proper fire and police protection or ambulance service;

(3.5) The proposed athletic event does not present a substantial and unreasonable risk to the health and safety of participants, bystanders, or City personnel which cannot be mitigated, regardless of location, and which is beyond the type or magnitude of risks and mitigations commonly considered in paragraphs (1), (2) and (3) of this subsection (f), as determined by the Commissioner, in consultation with the Department of Police, the Fire Department and the Office of Emergency Management and Communications;

(Omitted text is unaffected by this ordinance.)

(i) Subject to the exception listed in this paragraph, when the Commissioner denies an application for an athletic event permit, the Commissioner shall authorize the conduct of an athletic event on a date, at a time or at a location different from that named by the applicant. This alternate permit shall, to the extent practicable, authorize an event that will have comparable public visibility and a similar location and date to that of the proposed event. Notwithstanding anything in this section to the contrary, the Commissioner may deny an application for an athletic event permit without authorizing an alternative permit if such denial is pursuant to subsection (f)(3.5). In such case, the Commissioner's written notice of denial shall make specific note of the Commissioner's determination under subsection (f)(3.5) in addition to the standard requirement that the Commissioner state the specific facts and conclusions which are the basis for the denial of the permit.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

VACATION OF PORTIONS OF N. FRONTIER AVE., W. WEED ST., N. OGDEN AVE.
AND W. BLACKHAWK ST.

[O2024-0009873]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (O2024-0009873) for a proposed vacation of a portion of North Frontier Avenue, between West Weed Street and West Blackhawk Street; West Weed Street, between North Frontier Avenue and North Ogden Avenue; and North Ogden Avenue, between West Blackhawk Street and West Weed Street, located in the 27th Ward. This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The properties at 625 -- 645 West Weed Street, 1500 -- 1534 North Ogden Avenue, 1501 -- 1531 North Frontier Avenue and 640 -- 644 West Blackhawk Street, are owned by the Chicago Park District, an Illinois municipal corporation ("Beneficiary"); and

WHEREAS, The Beneficiary proposes to expand Park 598 to include the areas herein vacated to be consistent with current use; and

WHEREAS, The City Council of the City, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the public streets described below; now, therefore,

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

SECTION 1. Legal Description. That part of North Ogden Avenue 100-foot-wide right-of-way lying north and adjoining the north line of West Blackhawk Street and lying

south of and adjoining the north line of West Weed Street (previously known as West Alaska Street) in the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois, said parcel contains 0.948 acre or 41,314 square feet, more or less, together with that part of the North Frontier Avenue 30-foot-wide right-of-way lying north and adjoining the north line of West Blackhawk Street and lying south of and adjoining the north line of West Weed Street extended west (previously known as West Alaska Street) in the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois, said parcel contains 0.249 acre or 10,828 square feet, more or less, together with that part of the West Weed Street 40-foot right-of-way (previously known as West Alaska Street) lying west of and adjoining the westerly line of said North Ogden Avenue and lying east of and adjoining the east line of said North Frontier Avenue in the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois, said parcel contains 0.223 acre or 9,728 square feet, more or less, with the total area of all said above described parcels containing 61,870 square feet or 1.420 acres, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. AT&T/SBC Utility Easement. 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 existing facilities and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services as may exist under, over and along the streets 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 areas herein vacated without an express written release of easement by the aforementioned utility. Any future Beneficiary-prompted relocation of facilities lying within the areas being vacated will be accomplished by the involved utility, and be done at the expense of the Beneficiary, its successors or assigns.

SECTION 3. Peoples Gas Light And Coke Company Easement. The City hereby reserves for the benefit of the Peoples Gas Light and Coke Company ("Peoples Gas") an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the areas to be vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected upon or over said easement herein reserved for Peoples Gas or other use made of the said areas which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities, or the construction of additional facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the areas herein vacated without an express written release of easement by the aforementioned utility. Any future Beneficiary-prompted relocation of Peoples Gas facilities lying within the areas herein vacated will be accomplished by Peoples Gas, and completed at the expense of the Beneficiary, its successors or assigns.

SECTION 4. North Frontier Avenue DWM Water Main Easement. The City of Chicago hereby reserves upon that portion of North Frontier Avenue herein vacated an easement for an existing Department of Water Management ("DWM") water main, and for the installation of any additional water mains and appurtenances which in the future may be located in North Frontier Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that the City shall have 24-hour access, with no other use made of said area, which in the judgment of the City officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional City-owned service facilities. It is further provided that any Beneficiary-prompted adjustments within the reservation area, or to public water mains and appurtenances in the larger vacation area, be reviewed and approved in writing by DWM in advance of the commencement of permitting or construction. Costs associated with any damage to private materials resulting from the City exercising its easement rights shall be borne exclusively by the Beneficiary.

SECTION 5. Abandonment Of West Weed Street Water Main. The Beneficiary acknowledges that the eight inch (8") DWM Water Main located in West Weed Street herein vacated is no longer required to serve the public and shall be abandoned in place and become its private property and maintenance responsibility upon successful recording of this vacation ordinance. Certain reconfiguration work as specified in correspondence dated May 1, 2024, hereto attached as Exhibit B involving DWM facilities will be accomplished by DWM at the Beneficiary's expense. DWM acknowledges that required deposits for said work, as specified in Exhibit B, have been fully paid. All plumbing plans involving the abandonment of the currently public facilities must be prepared and constructed by DWM per Exhibit B.

SECTION 6. Easement For DWM Sewers. The City hereby reserves an easement over the area of West Weed Street between the west and east lines of North Ogden Avenue herein vacated for twelve inch (12") existing DWM sewers and associated sewer structures, and for the installation of any additional sewers, as now located, or which in the future may be located in the street herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is also provided that, the City shall have 24-hour access to the area to be vacated, that no buildings, permanent structures, or trees (within 10 feet of the sewer structure) shall be erected upon or over said easement herein reserved, or other use made of said area, which in the sole discretion of the respective City officials having control of the aforesaid service facilities, would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional City-owned service facilities. It is further provided that any Beneficiary-prompted adjustments to the specific areas herein reserved be submitted to the DWM for review and express approval prior to construction. Any repair, renewal or replacement of private improvements, or private property damaged within the reserved areas as a result of the City exercising its easement rights shall be repaired/replaced at the expense of the Beneficiary, its successors or assigns.

SECTION 7. Beneficiary Assumes Ownership Of Certain Sewers. The Beneficiary acknowledges that the eight inch (8"), ten inch (10") and twelve inch (12") sewers currently

located in areas herein vacated (but not reserved in Section 6), and as specified more fully in correspondence dated May 1, 2024 hereto attached as Exhibit B shall become its private property, maintenance and liability responsibility upon successful completion of certain required reconnection work as described therein, and the ultimate recording of this vacation ordinance and its accompanying plat. In the event that the Beneficiary wishes to abandon, modify or install facilities, plans must be reviewed, approved and permitted by the DWM, Sewer Design Section, prior to the commencement of any work on the areas herein vacated. The Beneficiary shall provide the DWM, Sewer Design Section, with as-built drawings submitted within 45 days of completion.

SECTION 8. Recording With County Clerk. The vacations herein provided for are further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Beneficiary shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 9. This ordinance shall take effect and be in force from and after its passage and publication. The vacations shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) Walter Burnett, Jr.
Alderman, 27th Ward

CDOT File Number:

04-27-24-3989.

[Exhibit "A" referred to in this ordinance printed on 14494
of this *Journal*.]

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

Exhibit "B".

Department Of Water Management.

May 1, 2024.

May 1, 2024

City of Chicago
 Department of Transportation
 Division of Project Development / PUBLIC WAY
 2 N. LaSalle Street, Suite 950
 Chicago, IL 60602-2570

Attn: Mr. Jai Kalayit
Deputy Commissioner

Re: Proposed Vacation Ordinance
27th Ward
For: Chicago Park District

REVISED

Vacation of N. Ogden Ave. from W. Weed St. to W. Blackhawk St, Vacation of W. Weed St. from N. Ogden Ave. to N. Frontier Ave, and Vacation of N. Frontier Ave. from W. Blackhawk St. to W. Weed St.

OUC File No. VD-112188
M&P Project No. 04-27-21-3989
Water Atlas Page 221
Sewer Atlas Page 39-3-21

Dear Mr. Kalayit:

This letter supersedes the previous letters dated February 27, 2023 and April 29, 2024, concerning the proposed vacation. After reviewing our records, we have determined the following:

I) The Department of Water Management (DWM) - Water Section

The following water mains and appurtenances are located within the limits of the areas proposed for vacation.

1. Approximately 490-feet of 8-inch water main in W Weed Street from N Frontier Avenue to N Larrabee Street
2. Approximately 360-feet of 8-inch water main in N Frontier Avenue from W Weed Street to W Blackhawk Street

The following requirements apply:

Item 1 - Water main in W Weed Street

The water main in W Weed Street is no longer required and must be abandoned. Because abandoning that water main would create an unacceptable dead end main in N Ogden Avenue at W Weed Street, the 8-inch water main in N Ogden Avenue from W Weed Street to W Division Street must also be abandoned. To accomplish that the following work is required, all at the Park District's expense.

- a. Cut out a tee at W Weed Street and N Frontier Avenue,
- b. Cut out a tee at W Weed Street and N Larrabee Street and relocate hydrant,

OUC File No. VD-112188 REVISED

May 1, 2024

Page 2 of 3

- c. Connect the 8-inch water main W Division Street to the 12-inch water main in W Division Street at W Division Street and N Ogden Avenue.

See the attached letter dated April 19, 2023, for cost estimates and further details. DWM acknowledges receipt of the \$106,000.00 construction deposit and the \$6,471.82 fixed unamortized cost. The estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be charged upon completion of the work.

The scope of the DWM's involvement in the water main abandonment work will include but not be limited to obtaining all applicable permits, tracing equipment, excavation/OSHA shoring, backfilling/compaction, traffic control, all pipe work, supplying all water main pipe, line valves, valve basins, fire hydrant, water main, valve operations, engineering design services, and water quality services, and as well as all existing sewer facility adjustments required for the proposed water facilities to meet all DWM and Illinois Environmental Protection Agency (IEPA) vertical separation requirements for water and sewer pipe crossings. The DWM will provide final restoration at all locations.

Once the review of EFP-126181 has been completed and approved, DWM will begin construction of the improvements described above.

All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM Standards.

Because the existing water mains cannot be located within private property (the vacated streets), this work must be done before the vacations can be approved. Once this work is completed, the Water Section has no objection to the vacations of W Weed Street and N Ogden Avenue.

Item 2 - Water main in N Frontier Avenue

The water main in N Frontier Avenue must remain to provide domestic service and fire protection to the area west of the proposed vacation. The Water Section will approve the proposed vacation, provided the following are part of the vacation ordinance:

- i. There must be a reservation over the entire width and length of N Frontier Avenue from the north line of W Blackhawk Street to the north line of W Weed Street proposed for vacation for the existing retained public water main.
- ii. No temporary or permanent buildings or other structures shall be erected upon or over the area where the reservation is required.
- iii. The City of Chicago Department of Water Management must have continuous 24-hour access without any obstructions like fences or bollards to the area where the reservation is required.
- iv. All proposed plans for improvements must be submitted to and approved by the Department of Water Management – Water Section prior to construction.
- v. The beneficiary of the area proposed for vacation where the reservation is required must be responsible for the repair, renewal, or replacement of the physical improvements on the area to be reserved, which may be damaged in connection with the maintenance and repair, or replacement of the sewer facilities and appurtenances.
- vi. Any adjustments to the Water Section's facilities in the areas where reservation is required must be paid by the beneficiary.

OUC File No. VD-112188 REVISED

May 1, 2024

Page 3 of 3

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management - Sewer Section

Based on sewer records, the following public sewers and associated structures are present within and adjacent to the area proposed for vacation:

- a) An 8-inch sewer along west line of N Ogden Ave at approximately 75-feet north of north line of W Blackhawk St to the north line of W Blackhawk St; and
- b) An 8-inch sewer along east line of N Ogden Ave at approximately 75-feet north of north line of W Blackhawk St to the north line of W Blackhawk St; and
- c) A 10-inch sewer along west line of N Ogden Ave at approximately 114-feet south of south line of W Weed St (W Alaska St) to south line of W Weed St (W Alaska St); and
- d) An 8-inch sewer along east line of N Ogden Ave at approximately 85-feet south of south line of W Weed St (W Alaska St) to south line of W Weed St (W Alaska St); and
- e) A 12-inch sewer on W Weed St (W Alaska St) from N Frontier St to west line of N Ogden Ave; and
- f) A 12-inch sewer on N Frontier St from north line of W Weed St (W Alaska St) to the north line of W Blackhawk St; and
- g) A 12-inch sewer on W Weed St (W Alaska St) from west line of N Ogden Ave to east line of N Ogden Ave;

Detailed conditions for Sewers (a) through (g): The Sewer Section will approve the proposed vacation, provided the beneficiary must agree with the conditions below:

Sewers in (a) through (f): Based on Sewer records, following sewers are solely serving the area proposed for vacation. To approve the proposed vacation, the beneficiary must assume ownership of these sewers and appurtenances. These sewer facilities will be private property of the beneficiary. The beneficiary must assume all liability for these facilities and be responsible for all maintenance and repairs for reuse or abandonment.

Sewers in (g): Based on sewer records, these sewers and associated structures are serving a portion of public ROW under CTA tracks. A reservation of the entire width of ROW will be required for the proposed vacation on W Weed St (W Alaska St) from the West Line of N Ogden Av to the East Line of N Ogden Av.

If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-742-7108.

Very truly yours,

Randy Conner^{SV}

Randy Conner
Commissioner

Exhibit "B".

Department Of Water Management.

April 19, 2023.

April 19, 2023

Chicago Park District
541 North Fairbanks Court
Chicago, IL 60611

Attention: Michael Lange
Project Coordinator

**SUBJECT: Proposed Street Vacation
W Weed Street (Vacated) - N Frontier Avenue to N Larrabee Street
N Ogden Avenue - W Weed Street (Vacated) to W North Avenue
BES Project No. 20-10:096
OUC File No. VD-112188**

Mr. Lange:

This correspondence is in response to an Office of Underground Coordination request for the proposed street vacation, for the subject project. Final plans for the proposed development must be submitted for DWM review and approval prior to construction.

The Department of Water Management - Water Section

This Department maintains an existing 8-inch water main located at approximately 23 feet south of the north property line of W Weed Street (vacated) and an existing 8-inch water main located from approximately 8 feet to 23 feet east of the west property line of N Ogden Avenue. In order to accommodate the proposed vacation of W Weed Street, from N Frontier Avenue to N Larrabee Street, the DWM must abandon in place approximately 155 feet of the existing 8-inch water main and relocate the existing fire hydrant located on the northern frontage of W Weed Street (vacated) at N Larrabee Street to the western frontage of N Larrabee Street.

Regarding the work to abandon the existing 8-inch water mains, including three (3) cut and caps, reconnection of 12-inch and 8-inch water mains, and fire hydrant relocation, the DWM will perform the final restoration associated with this work at N Frontier Avenue, N Larrabee Street, and W North Avenue. The estimated cost for the DWM to perform its scope of work is **\$106,000.00**. This estimate is based on current rates for labor (straight time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work.

The existing 8-inch water main in N Ogden Avenue from W Weed Street (vacated) to 107 feet south of the south property line of W North Avenue is not fully amortized. The total fixed unamortized cost for this existing 8-inch water main abandonment is **\$6,471.82**.

Page 2
Chicago Park District
April 19, 2023

Two (2) separate certified checks in the amounts of **\$106,000.00** and **\$6,471.82**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter.

It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two (2) weeks prior to the anticipated construction date so a DWM crew can be assigned to the project.

The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

All sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15 foot dimension intersects a crosswalk, driveway or similar feature.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Proposed trees must not be planted within five (5) feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

Page 3
Chicago Park District
April 19, 2023

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth discussed above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, movable planting containers that can be relocated by the owner of the plantings in the event that access to the water main is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above-mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Chicago Park District will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Chicago Park District will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,



Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

OS

Email CC: DOB Plan Desk

VACATION OF PORTION OF PUBLIC WAY BOUNDED BY W. MARQUETTE RD.,
S. WENTWORTH AVE., W. 68TH ST. AND S. PERRY AVE.

[O2024-0010051]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (O2024-0010051) for a proposed vacation of a 40-foot east/west wide segment of an unnamed right-of-way between West Marquette Road, South Wentworth Avenue, South Perry Avenue and West 68th Street as obligated under a 2018 agreement between the City of Chicago (by and through its Department of 2FM and DPD) and the above name/related developers. This property is located in the 6th Ward. This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City by and through its Department of Fleet and Facilities Management and its Department of Planning and Development entered into an agreement for the sale and redevelopment of land and improvements (the "Agreement") dated December 15, 2017, with 1685 North Throop LLC, a Delaware limited liability company (the "Throop Developer"), and 6705 South Wentworth LLC, a Delaware limited liability company (the "Wentworth Developer"); and

WHEREAS, The Agreement was recorded on February 21, 2018, as Document Number 1805206211; and

WHEREAS, Pursuant to the Agreement, the City sold the real property and improvements located at 6705 -- 6857 South Wentworth Avenue, Chicago, Illinois, Property Index Numbers 20-21-402-036-0000 and 20-21-407-027-0000 (the "Wentworth Property") to the Wentworth Developer for One Million Three Hundred Thousand and no/100 Dollars (\$1,300,000.00); and

WHEREAS, The sale of land in a different location to the Throop Developer is not the subject of this ordinance; and

WHEREAS, At the time of sale to the Wentworth Developer, the Wentworth Property was subject to a 40-foot east/west public right-of-way (the "Right-of-Way"), extending across the block bounded by West Marquette Road, South Wentworth Avenue, South Perry Avenue and West 68th Street; and

WHEREAS, The Wentworth Developer objected to the Right-of-Way in accordance with its title review rights under the Agreement, and the City agreed to vacate the Right-of-Way at no cost to the Wentworth Developer in order to cure the objection, as permitted under the Agreement; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the unnamed street described in the following ordinance; now, therefore,

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

SECTION 1. Legal Description. The vacation of the east/west public right-of-way as dedicated by deed to the City of Chicago recorded August 27, 1970 as Document Number 21249441 and described as a tract of land 40.00 feet in width in Lots 7 and 8 in Eva R. Perry's Resubdivision of the west one-third of Lot 1 of E.D. Taylor's Subdivision of the east half of the southeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, recorded May 28, 1880 as Document Number 274279, the north line of said tract of land being a line drawn 314.00 feet (measured perpendicularly) south of and parallel with the north line of Lot 1 in the aforesaid Eva R. Perry's Resubdivision, the east line of said tract of land being the east line of said Lots 7 and 8, and the west line thereof being a line drawn 6.50 feet east of and parallel with the west line of said Lots 7 and 8, all in Cook County, Illinois, area of 6,725 square feet or 0.1544 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. For recording purposes, the above legal descriptions are reproduced in Exhibit B attached hereto and incorporated herein, and the addresses and Property Index Numbers ("PINs") of the affected properties are set forth in Exhibit C attached hereto and incorporated herein.

SECTION 2. The City of Chicago hereby reserves an easement over the area herein vacated for existing Department of Water Management ("DWM") sewer and associated sewer structures, and for the installation of any additional sewers, as now located, or which in the future may be located in the street herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is also provided that the City shall have 24-hour access to the area to be vacated, that no buildings, permanent structures, or trees shall be erected upon or over said easement herein reserved, or other use made of said area, which in the sole discretion of the respective municipal officials having control of the aforesaid service facilities, would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities, without a written release of easement through the DWM. It is further provided that any Developer-prompted adjustments to the area herein vacated be submitted to the DWM for review and express written approval prior to construction. Any repair, renewal or replacement of private improvements, or private property damaged within the vacation area as a result of the DWM exercising its easement rights shall be repaired/replaced at the sole expense of the Developer, its successors and assigns.

SECTION 3. The vacation herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the DPD shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat, as authorized by the Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) William Hall
Aldersperson, 6th Ward

CDOT File Number:

21-06-23-4058.

[Exhibit "A" referred to in this ordinance printed on pages 14499 and 14500 of this *Journal*.]

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

Exhibit "B".

Legal Description.

The east/west public right-of-way as dedicated by deed to the City of Chicago recorded August 27, 1970 as Document Number 21249441 and described as a tract of land 40.00 feet in width in Lots 7 and 8 in Eva R. Perry's Resubdivision of the west one-third of Lot 1 of E.D. Taylor's Subdivision of the east half of the southeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, recorded May 28, 1880 as Document Number 274279, the north line of said tract of land being a line drawn 314.00 feet (measured perpendicularly) south of and parallel with the north line of Lot 1 in the aforesaid Eva R. Perry's Resubdivision, the east line of said tract of land being the east line of said Lots 7 and 8, and the west line thereof being a line drawn 6.50 feet east of and parallel with the west line of said Lots 7 and 8, all in Cook County, Illinois, area of 6,725 square feet or 0.1544 acre, more or less.

Exhibit "C".

Associated PIN And Address Ranges.

Addresses:

6701 -- 6729 South Wentworth Avenue; and

6735 -- 6771 South Wentworth Avenue
Chicago, Illinois 60621.

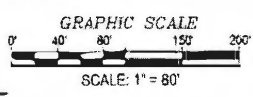
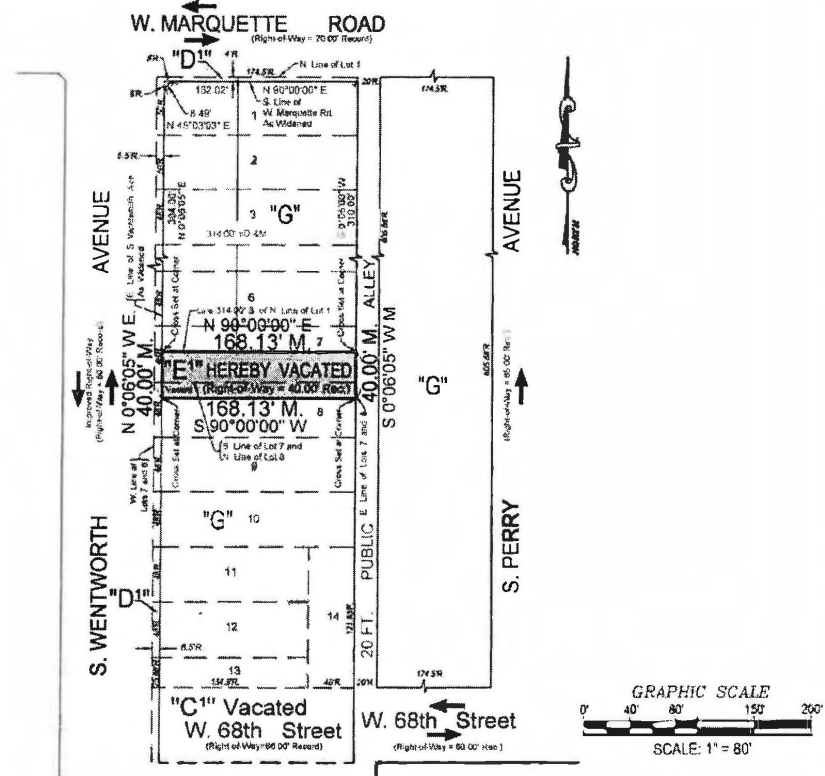
Property Index Number:

20-21-402-036-0000.

EXHIBIT "A"
PLAT OF VACATION

LEGAL DESCRIPTION:

THE EAST-WEST PUBLIC RIGHT-OF-WAY AS DEDICATED BY DEED TO THE CITY OF CHICAGO RECORDED AUGUST 27, 1970 AS DOCUMENT NUMBER #21249441 AND DESCRIBED AS: A TRACT OF LAND 40.00 FEET IN WIDTH IN LOTS 7 AND 8 IN EVA R. PERRY'S RESUBDIVISION OF THE WEST 1/3 OF LOT 1 OF E. D. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 28, 1880 AS DOCUMENT 274279, THE NORTH LINE OF SAID TRACT OF LAND BEING A LINE DRAWN 314.00 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1 IN THE AFORESAID EVA R. PERRY'S RESUBDIVISION, THE EAST LINE OF SAID TRACT OF LAND BEING THE EAST LINE OF SAID LOTS 7 AND 8, AND THE WEST LINE THEREOF BEING A LINE DRAWN 6.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 7 AND 8, ALL IN COOK COUNTY, ILLINOIS. AREA: 6,725 SQUARE FEET OR 0.1544 ACRES MORE OR LESS



LEGEND:

- TRAFFIC FLOW
- UNDERLYING LOT LINES
- PROPERTY LINE
- PUBLIC ALLEY & STREET
- STREET AND ALLEY TAKING

ABBREVIATIONS:

- R = RECORD
- D = DEED
- M = MEASURED
- N = NORTH
- S = SOUTH
- W = WEST
- E = EAST

ZONING INFORMATION:

THE PROPERTY IS LOCATED IN ZONE RS-3 - RESIDENTIAL SINGLE-UNIT (DETACHED HOUSE) DISTRICT PER CITY OF CHICAGO ZONING CODE CURRENT THROUGH COUNCIL JOURNAL OF APRIL 1, 2024

Handwritten signature and date: 7/17/24

HEREBY VACATED: [Symbol]

PAGE 1 OF 2

CDOT# 21-06-23-4058

THIS INSTRUMENT PREPARED BY:

NATIONAL SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS
 30 S. MICHIGAN AVENUE, SUITE 200 CHICAGO, ILLINOIS 60603
 WWW.NATIONALSURVEYSERVICE.COM
 TEL: 312-630-9480 mrdimondi@nationalsurveyservice.com FAX: 312-630-9484

EXHIBIT "A"
PLAT OF VACATION

AFFECTED P.I.N.'S:
20-21-402-036 LOT 7 & 8

6729 - 6739 S. WENTWORTH AVENUE



CITY - DEPARTMENT OF FINANCE

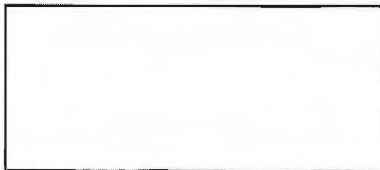
SUBDIVISION LEGEND:

"G"
EVA R. PERRY'S RESUBDIVISION OF THE WEST 1/3 OF LOT 1 OF E. D. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 28, 1880 AS DOCUMENT 274279

"C"
VACATED BY ORDINANCE PASSED JULY 1, 1970.
RECORDED AUGUST 5, 1970 AS DOCUMENT 21229485

"D"
OPENED BY RESOLUTION OF THE CITY COUNCIL PASSED JULY 1, 1970
RECORDED AUGUST 5, 1970 AS DOCUMENT 21229487

"E"
DEED TO THE CITY OF CHICAGO FOR PUBLIC WAY.
RECORDED AUGUST 27, 1970 AS DOCUMENT 21249441



COOK COUNTY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SURVEYOR NOTES:

1. ALL DISTANCES AND BEARINGS SHOWN HEREON ARE MEASURED UNLESS SHOWN OTHERWISE.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
4. BEARING BASIS IS ASSUMED.

I, MICHAEL D. RAIMONDI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON FOR THE PURPOSE OF VACATING THE SAME AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2017

CHICAGO, ILLINOIS, MAY 24, 2024 A.D.

BY Michael D. Raimondi

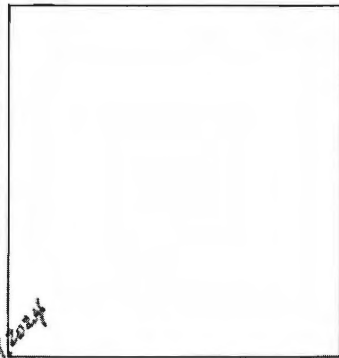
MICHAEL D. RAIMONDI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993



MY LICENSE EXPIRES 11/30/2024

MAIL TO AND PREPARED FOR:

CITY OF CHICAGO
DPD
121 N. LASALLE ST.
ROOM 1003
CHICAGO, IL. 60602



C.D.O.T.

Handwritten signature and date: RJP July 17, 2024

PAGE 2 OF 2

CDOT# 21-06-23-4058

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THIS INSTRUMENT PREPARED BY:

NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
30 S. MICHIGAN AVENUE, SUITE 200 CHICAGO, ILLINOIS 60603
WWW.NATIONALSURVEYSERVICE.COM
TEL: 312-830-9480 FAX: 312-830-9484

DEDICATION OF PUBLIC WAY AND TIME EXTENSION ORDINANCE IN AREA BOUNDED BY E. 26TH ST., S. LAKE PARK AVE., E. 31ST ST. AND S. COTTAGE GROVE AVE.

[O2024-0010087]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (O2024-0010087) for a time extension ordinance for proposed new dedications of portions of South Cottage Grove Avenue, East 30th Street and South Vernon Avenue. Due to extenuating circumstances the previously approved ordinance will not be able to be recorded by the November 2024 deadline, so the ordinance is being extended. This property is located in the 4th Ward. This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns all the properties bounded by East 26th Street, South Lake Park Avenue, East 31st Street and South Cottage Grove Avenue, Chicago, Illinois ("City Property"); and

WHEREAS, Prairie Shores Owner LLC, a Delaware limited liability company ("Prairie Shores"), owns the adjacent properties at approximately 2629 -- 2841 South Dr. Martin Luther King, Jr. Drive, 2901 -- 3035 South Dr. Martin Luther King, Jr. Drive, 402 -- 458 East 31st Street and 443 -- 455 East 29th Street, Chicago, Illinois ("Prairie Shores Property"); and

WHEREAS, On July 21, 2021, the City Council of the City (the "City Council") approved an ordinance, as published at pages 32933 through 32992 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, authorizing an agreement for a negotiated sale of portions of the City Property, formerly known as the Michael Reese Hospital Campus, to GRIT Chicago LLC, a Delaware limited liability company ("Developer"), for the construction of the Bronzeville Lakefront mixed-use development; and

WHEREAS, Prairie Shores has recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, a quitclaim deed, a copy of which is attached hereto as Exhibit B, on March 15, 2022, as Document Number 2207416018, conveying certain reversionary rights-of-way that lie immediately adjacent to the Prairie Shores Property to the City to be ultimately assembled and developed; and

WHEREAS, The Chicago Department of Planning and Development proposes to assemble parcels in the area, and open as public way the portions of the streets herein dedicated; and

WHEREAS, On November 17, 2021, the City Council approved an ordinance ("Dedication Ordinance"), as published at pages 41599 through 41623 of the *Journal* for such date, to accept the dedication from Prairie Shores of certain parts of public streets bounded by East 26th Street, South Lake Park Avenue, East 31st Street and South Cottage Grove Avenue; and

WHEREAS, Section 5 of the Dedication Ordinance required that "within one thousand ninety-five (1,095) days after the passage of this ordinance, and in agreement with the Redevelopment Agreement, the Developer or its assign shall file or cause to be filed for recordation with the Office of the Cook County Clerk, Recording's Division, a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Superintendent of Maps and Plats"; and

WHEREAS, The Developer is unable to complete certain contractual obligations to Prairie Shores in time to allow Prairie Shores to record the dedications before the expiration of the timeframe set forth in Section 5 of the Dedication Ordinance, thus necessitating an extension of such timeframe; now, therefore,

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

SECTION 1. The dedication of South Vernon Avenue -- Parcel 1: a part of Lot 14 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, said part described as follows: beginning at the southwest corner of said Lot 14, said point also lying on the north right-of-way line of East 31st Street dedicated by Document Number 17511645 on April 17, 1959; thence north 01 degree, 35 minutes, 36 seconds west (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the west line of said Lot 14, a distance of 353.44 feet to the intersection with the south right-of-way line of East 30th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a distance of 66.00 feet to an intersection with the east right-of-way line of South Vernon Avenue dedicated by Document Number 17511645 on April 17, 1959 extended southerly; thence south 01 degree, 35 minutes, 36 seconds east on the southern extension of the east line of said South Vernon Avenue, a distance of 355.18 feet to the intersection with the south line of said Lot 14, said point also lying on the north right-of-way line of said East 31st Street; thence north 89 degrees, 48 minutes, 12 seconds west on the south line of said Lot 14, said line also being the north right-of-way line of said East 31st Street, a distance of 52.66 feet to an angle point; thence south 88 degrees, 26 minutes, 06 seconds west on the south line of said Lot 14, said line also being the north right-of-way line of said East 31st Street, a distance of 13.37 feet to the point of beginning, in Cook County, Illinois, above described parcel containing 23,374 square feet or 0.537 acre, more or less.

East 30th Street -- Parcel 2: together with and adjoining Parcel 1; that part of Lot 14 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof April 17, 1959 as Document Number 17511645, said part described as follows: commencing at the southwest corner of said Lot 14, said point also lying on the north right-of-way line of East 31st Street dedicated by Document Number 17511645 on April 17, 1959; thence north 01 degree, 35 minutes, 36 seconds west (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the west line of said Lot 14, a distance of 353.42 feet to the intersection with the south right-of-way line of East 30th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a distance of 66.00 feet to an intersection with the east right-of-way line of South Vernon Avenue dedicated by Document Number 17511645 on April 17, 1959 extended southerly, (also being on the east line of Parcel 1); thence south 01 degree, 35 minutes, 36 seconds east on the southern extension of the east line of said South Vernon Avenue, a distance of 54.36 feet to the point of beginning; thence north 71 degrees, 53 minutes, 28 seconds east, a distance of 192.16 feet to a point on the north line of said Lot 14 and the south right-of-way line of East 30th Street as shown on said Myrick's Second Addition to Chicago; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a distance of 0.77 foot to the northeast corner of said Lot 14; thence south 01 degree, 35 minutes, 36 seconds east on the east line of said

Lot 14, a distance of 68.61 feet; thence south 71 degrees, 53 minutes, 28 seconds west, a distance of 192.97 feet to a point on the east right-of-way line of said South Vernon Avenue extended southerly; thence north 01 degree, 35 minutes, 36 seconds west on the east right-of-way line of said South Vernon Avenue southerly, a distance of 68.84 feet to the point of beginning, in Cook County, Illinois, containing 12,736 square feet or 0.292 acre, more or less.

South Cottage Grove Avenue -- Parcel 3: together with the westerly half of vacated South Cottage Grove Avenue according to the plat of vacation recorded November 25, 1959 as Document Number 17720999, said part lying easterly of and adjoining the easterly line of Lot 9 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded April 17, 1959 as Document Number 17511645, lying southerly of and adjoining a line drawn from the northeasterly corner of said Lot 9, to the northwesterly corner of Lot 8 in said Chicago Land Clearance Commission Number 2, and lying northerly of and adjoining a line drawn from the southeasterly corner of said Lot 9 to a point on the westerly line of said Lot 9, said point being 88.06 feet northwesterly of the southwesterly corner of said Lot 8, said parcel also described as follows: beginning at the northeast corner of said Lot 9, said point also lying on the north right-of-way line of East 29th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 37 minutes, 26 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the south right-of-way line of East 29th Street as shown on said Myrick's Second Addition to Chicago, a distance of 34.35 feet to the northeast corner of the west half of said South Cottage Grove Avenue; thence south 17 degrees, 29 minutes, 20 seconds east on the east line of the west half of said vacated South Cottage Grove Avenue, a distance of 287.20 feet to the southeast corner of the west half of said vacated South Cottage Grove Avenue; thence south 81 degrees, 30 minutes, 39 seconds west on the south line of the west half of said vacated South Cottage Grove Avenue, a distance of 33.41 feet to the southwest corner of the west half of said vacated South Cottage Grove Avenue, said point also being the southeast corner of said Lot 9; thence north 17 degrees, 29 minutes, 20 seconds west on the west line of the west half of said vacated South Cottage Grove Avenue and the easterly line of said Lot 9, a distance of 291.51 feet to the point of beginning, in Cook County, Illinois, containing 9,549 square feet or 0.219 acre, more or less.

South Cottage Grove Avenue -- Parcel 4: together with a part of the south 525 feet of Lot 4 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, said part described as follows: commencing at the intersection of the north line of the south 525 feet and the east line of said Lot 4; thence south 01 degree, 33 minutes, 39 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on said east line, a distance of 21.61 feet to the point of beginning; thence continuing south 01 degree, 33 minutes, 39 seconds east on said east line of Lot 4, a distance of 291.52 feet; thence north 17 degrees, 29 minutes, 20 seconds west, a distance of 325.91 feet to a point on the north line of the south 525 feet of said Lot 4, said point being 89.44 feet west of the point of commencement as measured on the north line of the south 525 feet of said Lot 4; thence north 88 degrees, 36 minutes, 46 seconds east on north line

of the south 525 feet of said Lot 4, a distance of 83.27 feet, said point being 6.17 feet west of the point of commencement as measured on the north line of the south 525 feet of said Lot 4; thence south 17 degrees, 29 minutes, 20 seconds east, a distance of 22.49 feet to the point of beginning, in Cook County, Illinois, containing 13,936 square feet or 0.320 acre, more or less, with the total area in said above parcels described being 59,595 square feet or 1.368 acres, more or less, as shaded and legally described by the words "Hereby Dedicated" on the plat hereto attached as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same is hereby dedicated and opened to traffic inasmuch as the same is required for public use and the public interest will be subserved by such dedications. For recording purposes, the above legal descriptions are reproduced in Exhibit C attached hereto and incorporated herein, and the addresses and Property Index Numbers ("PINs") of the affected properties are set forth in Exhibit D attached hereto and incorporated herein.

SECTION 2. The right-of-way dedications herein provided for are accepted upon the express condition that the Developer will be responsible for the installation of all newly required water mains within the dedicated areas at its sole cost and expense, and that all private structures in the areas to be dedicated shall be removed or sealed. Further, such work shall be done in accordance with the Department of Water Management, Water Section, engineering standards, and with their express approval prior to work, and in accordance with all terms, conditions, costs and fees, as more fully set forth and detailed in Exhibit E attached hereto and incorporated herein, with such revisions, including revisions to the performance deposit requirements, as determined by the Commissioner of the Department of Water Management in his sole discretion.

SECTION 3. The Developer acknowledges and agrees that any private sewers, appurtenances and connections within the area to be dedicated shall be sealed, removed or relocated to private property at the Developer's sole cost and expense, in accordance with the standard procedures of the Department of Water Management, Sewer Section. In the event that any sewer is abandoned, the abandonment plans must be reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to work. The Developer understands that it is its responsibility to provide proper drainage, and lay new sewer main and associated structures, at its sole cost and expense in the rights-of-way herein dedicated, in accordance with plans reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to work. Acceptance of new sewers is contingent upon submittal of as-built drawings, and physical and videotape inspection provided by the Developer to the Department of Water Management within 30 days of completion. All sewer work in both the public way and on private property requires a permit of a Licensed Drainlayer as secured through the Department of Buildings-Sewer Permit Section. Further, the dedications herein provided for are accepted upon the express condition that all newly required sewers and appurtenances within the areas herein dedicated shall be built at the Developer's sole cost and expense and in accordance with plans reviewed, approved and permitted by the Department of Water Management, Sewer Design Section, prior to work. Further, all such work shall be done in accordance with the Department of Water Management, Sewer Section, engineering standards, and with the Department of Water Management's express written approval prior to work, and in accordance with all terms, conditions, costs and fees further identified in Exhibit E, with such revisions, including revisions to the performance deposit requirements, as determined by the Commissioner of the Department of Water Management in her sole discretion.

SECTION 4. The dedications herein provided for are made upon the express condition that the Developer shall construct the newly dedicated public streets in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices, and in accordance with the executed Duty to Build Agreement attached hereto and made a part of this ordinance as Exhibit F, final construction being subject to approval by the CDOT Division of Infrastructure Management, Construction Compliance Unit, prior to acceptance.

SECTION 5. The dedications herein provided for are made upon the express condition that not later than June 30, 2026, the Developer or its assign shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 6. This ordinance supersedes the Dedication Ordinance.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication. The dedications shall take effect and be in force from and after the recording of this ordinance and the CDOT-approved plat of dedication.

Dedications Approved:

(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) Lamont Robinson
Aldersperson, 4th Ward

CDOT File Number:

27-04-21-3963A.

[Exhibit "A" referred to in this ordinance printed on
pages 14531 and 14532 of this *Journal*.]

Exhibits "B", "C", "D", "E" and "F" referred to in this ordinance read as follows:

*Exhibit "B".
(To Ordinance)*

*Recorded Quit Claim Deed For Reversionary Interests
From Prairie Shores To City Of Chicago.*

QUIT CLAIM DEED
Statutory (Illinois)
(Limited Liability Company to
Municipal Corporation)

PREPARED BY:

Carol D. Stubblefield
Neal and Leroy, LLC
20 N. Clark St., Suite 2050
Chicago, Illinois 60603



Doc# 2027416018 Fee \$58.00

RNSP FEE: \$9.00 ADPR FEE: \$1.00

KAREN H. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2022 11:00 AM PG: 1 OF 2

Above Space for Recorder's use only

THE GRANTOR, Prairie Shores Owner, LLC, an Illinois limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Ten and no/100 (\$10.00) DOLLARS in hand paid, and authority given by Grantor, and other good and valuable consideration, CONVEYS and QUIT CLAIMS to:

City of Chicago, an Illinois municipal corporation and home rule unit of local government having its principal offices at 121 N. LaSalle Street, Chicago, IL, 60602, all of its rights, title and interests in and to the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

See legal description attached as Exhibit "A".

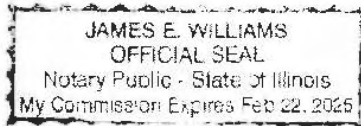
THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX 35 ILCS 200/31-45(b); AND EXEMPT UNDER SECTION 3-33-060(b) OF THE MUNICIPAL CODE OF CHICAGO.

[Signature Page to Follow]

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

I, James E. Williams a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael Goldman personally known to me to be the Authorized Signatory of the **Prairie Shores Owner, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me severally acknowledged that as such Authorized Signatory, they signed and delivered the said instrument, pursuant to authority given by **Prairie Shores Owner, LLC**, as their free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of July 2024 2022.



[Signature]
 Notary Public


SEND SUBSEQUENT TAX BILLS TO:

City of Chicago
 Department of Planning and
 Development
 121 N. LaSalle St., Room 1003
 Chicago, Illinois 60602



IN WITNESS WHEREOF, said Grantor, has caused this instrument to be duly executed in its name and on its behalf by an Authorized Signatory, on or as of the 10th day of March, 2022.

Prairie Shores Owner, LLC, an Illinois limited liability company

By: [Signature]
Michael Goldman
Its: Authorized Signatory

REAL ESTATE TRANSFER TAX		10-Mar-2022
	CHICAGO:	0 00
	CTA:	0 00
	TOTAL:	0 00 *

17-27-411-026-0000 | 20220301639627 | 0 966 432-144
* Total does not include any applicable penalty or interest due

REAL ESTATE TRANSFER TAX		15-Mar-2022
	COUNTY:	0 00
	ILLINOIS:	0 00
	TOTAL:	0 00

17-27-411-026-0000 | 20220301639627 | 0-737-047-952

2900 S. Cottage Grove Avenue, Chicago, IL

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 2022 Signature _____
Grantor or agent

Subscribed and sworn to before me
this ___ day of _____, 2022.

Notary Public

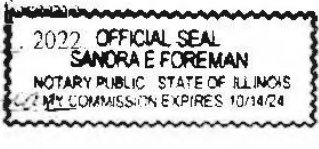
The grantee or his agent affirms that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Chicago,
by one of its attorneys:

Dated _____, 2022 _____
Arthur Dolinsky
Senior Counsel

Subscribed and sworn to before me
this ___ day of _____

Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

(Sub)Exhibit "A" referred to in this Recorded Quit Claim Deed for Reversionary Interests from Prairie Shores to City of Chicago reads as follows:

(Sub)Exhibit "A".
(To Quit Claim Deed)

Legal Description.

East 29th Place:

The north half of part of the East 29th Place right-of-way as dedicated by the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, falling within the following described part of East 29th Place: beginning at the southeast corner of Lot 9 of Chicago Land Clearance Commission Number 2, said point also being the intersection of the north right-of-way line of said East 29th Place and the west right-of-way line of South Cottage Grove Avenue as shown on Myrick's Second Addition, according to the plat thereof recorded as Document Number 161998; thence south 17 degrees, 29 minutes, 20 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the southern extension of the west right-of-way line of said South Cottage Grove Avenue, a distance of 68.69 feet to the intersection of the south right-of-way line of said East 29th Place and the west right-of-way line of said South Cottage Grove Avenue, said point also being the northeast corner of Lot 11 per plat of said Chicago Land Clearance Commission Number 2; thence south 88 degrees, 35 minutes, 19 seconds west on the south right-of-way line of East 29th Street and the north line of said Lot 11, a distance of 237.51 feet to the intersection of the south right-of-way line of said East 29th Place and the east right-of-way line of South Vernon Avenue per plat of said Chicago Land Clearance Commission Number 2, said point also being the northwest corner of said Lot 11; thence north 01 degree, 35 minutes, 36 seconds west on the east right-of-way line of said South Vernon Avenue, a distance of 66.00 feet to the intersection with the north right-of-way line of said East 29th Place, said point also being the southwest corner of said Lot 9; thence north 88 degrees, 35 minutes, 19 seconds east on the north right-of-way line of said East 29th Place and the south line of said Lot 9, a distance of 218.69 feet to the point of beginning, in Cook County, Illinois, containing 15,055 square feet or 0.346 acre, more or less.

East 30th Street:

The south half of the westerly half of part of East 30th Street right-of-way as shown on Myrick's Second Addition, according to the plat thereof recorded as Document Number 161998, and shown on Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof April 17, 1959 as Document Number 17511645, falling within the following described part of East 30th Street: beginning at the southeast corner of Lot 11 of said Chicago Land Clearance Commission Number 2, said point also

being the intersection of the north right-of-way line of said East 30th Street and the west right-of-way line of South Cottage Grove Avenue as shown on said Myrick's Second Addition; thence south 17 degrees, 29 minutes, 20 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the southern extension of the west right-of-way line of said South Cottage Grove Avenue, a distance of 11.00 feet; thence south 71 degrees, 53 minutes, 28 seconds west, a distance of 195.92 feet to a point on south right-of-way line of said East 30th Street and the north line of Lot 14 in said Chicago Land Clearance Commission Number 2; thence south 88 degrees, 19 minutes, 21 seconds west on the south line of said East 30th Street and the north line of said Lot 14, a distance of 184.24 feet to an intersection with the east right-of-way line of South Vernon Avenue dedicated by Document Number 17511645 on April 17, 1959 extended southerly; thence north 01 degree, 35 minutes, 36 seconds west on the southern extension of the east line of said South Vernon Avenue, a distance of 84.71 feet to a point on the said north right-of-way line of said East 30th Street; thence southeasterly, 29.48 feet on the said north right-of-way line of said East 30th Street on a non-tangent curve to the left having a radius of 19.00 feet, the chord of said curve bears south 47 degrees, 00 minutes, 56 seconds east, a chord distance of 26.61 feet; thence north 88 degrees, 19 minutes, 21 seconds east on the said north right-of-way line of East 30th Street and the south line of said Lot 11, a distance of 350.10 feet to the point of beginning, in Cook County, Illinois, containing 19,414 square feet or 0.446 acre, more or less.

Address(es) Of Real Estate:

All that part of the north half of East 29th Place and all that part of the westerly half of the south half of East 30th Street lying east of South Vernon Avenue and lying west of South Cottage Grove Avenue.

Adjacent Property Addresses:

2900 South Cottage Grove Avenue;

2901 South Vernon Avenue; and

3001 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois 60616.

Adjacent Permanent Real Estate Index Number(s):

17-27-411-026; and

17-27-407-062.

Exhibit "C".
(To Ordinance)

Legal Descriptions.

The dedication of South Vernon Avenue -- Parcel 1: a part of Lot 14 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, said part described as follows: beginning at the southwest corner of said Lot 14, said point also lying on the north right-of-way line of East 31st Street dedicated by Document Number 17511645 on April 17, 1959; thence north 01 degree, 35 minutes, 36 seconds west (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the west line of said Lot 14, a distance of 353.44 feet to the intersection with the south right-of-way line of East 30th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a distance of 66.00 feet to an intersection with the east right-of-way line of South Vernon Avenue dedicated by Document Number 17511645 on April 17, 1959 extended southerly; thence south 01 degree, 35 minutes, 36 seconds east on the southern extension of the east line of said South Vernon Avenue, a distance of 355.18 feet to the intersection with the south line of said Lot 14, said point also lying on the north right-of-way line of said East 31st Street; thence north 89 degrees, 48 minutes, 12 seconds west on the south line of said Lot 14, said line also being the north right-of-way line of said East 31st Street, a distance of 52.66 feet to an angle point; thence south 88 degrees, 26 minutes, 06 seconds west on the south line of said Lot 14, said line also being the north right-of-way line of said East 31st Street, a distance of 13.37 feet to the point of beginning, in Cook County, Illinois, above described parcel containing 23,374 square feet or 0.537 acre, more or less.

East 30th Street -- Parcel 2: together with and adjoining Parcel 1: that part of Lot 14 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof April 17, 1959 as Document Number 17511645, said part described as follows: commencing at the southwest corner of said Lot 14, said point also lying on the north right-of-way line of East 31st Street dedicated by Document Number 17511645 on April 17, 1959; thence north 01 degree, 35 minutes, 36 seconds west (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the west line of said Lot 14, a distance of 353.42 feet to the intersection with the south right-of-way line of East 30th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a

distance of 66.00 feet to an intersection with the east right-of-way line of South Vernon Avenue dedicated by Document Number 17511645 on April 17, 1959 extended southerly (also being on the east line of Parcel 1); thence south 01 degree, 35 minutes, 36 seconds east on the southern extension of the east line of said South Vernon Avenue, a distance of 54.36 feet to the point of beginning; thence north 71 degrees, 53 minutes, 28 seconds east, a distance of 192.16 feet to a point on the north line of said Lot 14 and the south right-of-way line of East 30th Street as shown on said Myrick's Second Addition to Chicago; thence north 88 degrees, 19 minutes, 21 seconds east on the north line of said Lot 14 and the south line of said East 30th Street, a distance of 0.77 foot to the northeast corner of said Lot 14; thence south 01 degree, 35 minutes, 36 seconds east on the east line of said Lot 14, a distance of 68.61 feet; thence south 71 degrees, 53 minutes, 28 seconds west, a distance of 192.97 feet to a point on the east right-of-way line of said South Vernon Avenue extended southerly; thence north 01 degree, 35 minutes, 36 seconds west on the east right-of-way line of said South Vernon Avenue southerly, a distance of 68.84 feet to the point of beginning, in Cook County, Illinois, containing 12,736 square feet or 0.292 acre, more or less.

South Cottage Grove Avenue -- Parcel 3: together with the westerly half of vacated South Cottage Grove Avenue according to the plat of vacation recorded November 25, 1959 as Document Number 17720999, said part lying easterly of and adjoining the easterly line of Lot 9 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, lying southerly of and adjoining a line drawn from the northeasterly corner of said Lot 9, to the northwesterly corner of Lot 8 in said Chicago Land Clearance Commission Number 2, and lying northerly of and adjoining a line drawn from the southeasterly corner of said Lot 9 to a point on the westerly line of said Lot 9, said point being 88.06 feet northwesterly of the southwesterly corner of said Lot 8, said parcel also described as follows: beginning at the northeast corner of said Lot 9, said point also lying on the north right-of-way line of East 29th Street as shown on Myrick's Second Addition to Chicago according to the plat thereof recorded as Document Number 161998; thence north 88 degrees, 37 minutes, 26 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on the south right-of-way line of East 29th Street as shown on said Myrick's Second Addition to Chicago, a distance of 34.35 feet to the northeast corner of the west half of said South Cottage Grove Avenue; thence south 17 degrees, 29 minutes, 20 seconds east on the east line of the west half of said vacated South Cottage Grove Avenue, a distance of 287.20 feet to the southeast corner of the west half of said vacated South Cottage Grove Avenue; thence south 81 degrees, 30 minutes, 39 seconds west on the south line of the west half of said vacated South Cottage Grove Avenue, a distance of 33.41 feet to the southwest corner of the west half of said vacated South Cottage Grove Avenue, said point also being the southeast corner of said Lot 9; thence north 17 degrees, 29 minutes, 20 seconds west on the west line of the west half of said vacated South Cottage Grove Avenue and the easterly line of said Lot 9, a distance of 291.51 feet to the point of beginning, in Cook County, Illinois, containing 9,549 square feet or 0.219 acre, more or less.

South Cottage Grove Avenue -- Parcel 4: together with a part of the south 525 feet of Lot 4 in the Chicago Land Clearance Commission Number 2, being a consolidation of lots and parts of lots and vacated streets and alleys in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1959 as Document Number 17511645, said part described as follows: commencing at the intersection of the north line of the south 525 feet and the east line of said Lot 4; thence south 01 degree, 33 minutes, 39 seconds east (bearing based upon NAD83 Illinois State Plane Coordinate System, East Zone -- 2011 adjustment) on said east line, a distance of 21.61 feet to the point of beginning; thence continuing south 01 degree, 33 minutes, 39 seconds east on said east line of Lot 4, a distance of 291.52 feet; thence north 17 degrees, 29 minutes, 20 seconds west, a distance of 325.91 feet to a point on the north line of the south 525 feet of said Lot 4, said point being 89.44 feet west of the point of commencement as measured on the north line of the south 525 feet of said Lot 4; thence north 88 degrees, 36 minutes, 46 seconds east on north line of the south 525 feet of said Lot 4, a distance of 83.27 feet, said point being 6.17 feet west of the point of commencement as measured on the north line of the south 525 feet of said Lot 4; thence south 17 degrees, 29 minutes, 20 seconds east, a distance of 22.49 feet to the point of beginning, in Cook County, Illinois, containing 13,936 square feet or 0.320 acre, more or less, with the total area in said above parcels described being 59,595 square feet or 1.368 acres, more or less.

Exhibit "D".
(To Ordinance)

Affected Address Ranges:

2629 -- 2841 South Dr. Martin Luther King, Jr. Drive;

2901 -- 3035 South Dr. Martin Luther King, Jr. Drive;

402 -- 458 East 31st Street; and

443 -- 455 East 29th Street
all in Chicago, Illinois 60616.

Property Index Numbers (PINs):

17-27-407-062-0000;

17-27-411-026-0000; and

17-27-400-009-0000.

Exhibit "E".
(To Ordinance)



CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

September 27, 2021

City of Chicago
Department of Transportation
Division of Infrastructure Management
Office of Underground Coordination
2 North LaSalle Street
Chicago, Illinois 60602

Attn: Mr. Jai Kalayil

Deputy Commissioner

Re: Proposed vacation, dedication, and opening of ROW Ordinance

For: Bronzeville Lakefront Development

The area bounded by S. Dr. Martin Luther King Drive, E. 26th Street, S. Lake Park Avenue, and E. 31st Street

OUC File No. VD-108904

M&P Project No. 27-04-21-3963

Water Atlas Page 359

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Dear Mr. Kalayil:

This letter is in response to your inquiry dated 3/15/2021 concerning the proposed vacation, dedication, and opening of ROW.

I) The Department of Water Management - Water Section

The following water mains and appurtenances are located within the streets proposed for vacation and streets previously vacated:

1. Approximately 1,150 feet of 12-inch water main located in S Cottage Grove Avenue (previously vacated) from E 26th street to E Vernon Avenue installed in 1897 (see 11.h below);
2. Approximately 330 feet of 12-inch water main located in E Vernon Avenue from S Cottage Grove Avenue to S Ellis Avenue installed in 1958;
3. Approximately 745 feet of 12-inch water main located in S Ellis Avenue from E Vernon Avenue to E 29th Street installed in 2020 and 1958;
4. Approximately 785 feet of both an 8-inch and 12-inch water main located in E 29th Street from S Vernon Avenue to S Lake Park Avenue installed in 1958 and 1968;
5. Approximately 1,375 feet of 12-inch water main located in S Cottage Grove Avenue (partially previously vacated) from E 29th street to E 31st Street installed in 1897 (see 11.g below);
6. Approximately 1,415 feet of both 8-inch and 12-inch water main located in S Lake Park Avenue from E 29th street to E 31st Street installed in 1897 (see 11.g below);

7. Approximately 515 feet of 12-inch water main located in E 30th Street (previously vacated) from S Cottage Grove Avenue to S Lake Park Avenue installed in 1897 (see 11.g below);
8. Approximately 610 feet of 8-inch water main located in S Ellis Avenue (previously vacated) from E 30th Street to E 31st Street installed in 1892, 1926, and 1969.
9. Approximately 450 feet of 12-inch water main located in S Vernon Avenue (previously vacated) from E 30th street to E 31st Street installed in 1956 (see 11.h below).
10. Approximately 275 feet of 8-inch water main located in E 31st street from S Lake Park Avenue to S Ellis Avenue (previously vacated) installed in 1926 (see 11.g below).
11. For the vacation to be approved by the Water Section, these water mains must be abandoned and the requirements of the letter to GRIT Chicago, LLC dated September 24, 2021, attached hereto, must be complied with, namely:
 - a. The water mains described above must be abandoned. The scope of the DWM's involvement is limited to water main pipe work and installation, valve operations, engineering services and water quality services, at an estimated cost of **\$69,000.00**. Please note that this estimate is based on current rates for labor, material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work.
 - b. GRIT Chicago, LLC's contractor will be responsible for obtaining all applicable permits, traffic control, tracing equipment, excavation/OSHA shoring, backfill/compaction, abandonment of appurtenances (valve box/valve basin) and final restoration to CDOT standards.
 - c. All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM Standards. GRIT Chicago, LLC will be responsible that all active services within the proposed vacation and dedication must remain in service.
 - d. Because the existing water main cannot be located within private property (the vacated streets), this work must be done before the vacation can be approved with the exception of item (g. and h.) below.
 - e. This letter is only regarding the vacation described above. Final plans for the proposed development must be submitted to the DWM for review and approval prior to construction. Construction of the new water mains will require a deposit to guarantee installation of the new facilities. The terms and conditions of that deposit and requirements for the installation of the new water facilities will be addressed in a letter under separate cover once the required facilities have been designed by the developer and reviewed and approved by the DWM.
 - f. The existing 8-inch and 12-inch water mains are not fully amortized. The estimated unamortized cost for these existing water main abandonments is **\$74,362.87**.
 - g. Abandonment of the existing water mains will create an unacceptable water supply and fire protection to buildings located on S Lake Park Avenue. To maintain adequate water and fire protection during this development the 12-inch water main in S Cottage Grove Avenue from E 30th Street to E 31st Street, 12-inch water main

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in E 30th Street from S Cottage Grove Avenue to S Lake Park Avenue, the 12-inch water main in S Lake Park Avenue from E 30th Street to E 31st Street and the 8-inch water main in E 31st street from S Lake Park Avenue to S Ellis Avenue must remain active until the new water mains (outlined in the attached letter and below) are in service.

- h. Abandonment of the existing water mains will create an unacceptable water supply and fire protection to buildings located on S Dr. Martin Luther King Jr. Drive. To maintain adequate water and fire protection during this development the 12-inch water main in S Cottage Grove Avenue (previously vacated) from E 26th Street to E Vernon Avenue and the 12-inch water main in S Vernon Avenue (previously vacated) from E 30th Street to E 31st Street must remain active until the new water mains (outlined in the attached letter and below) are in service.
- i. Detailed instructions for payment of the estimated costs in the amount of **\$143,362.87** (\$69,000.00 + \$74,362.87), are in the attached letter, dated September 24, 2021.

Once the water mains addressed above have been abandoned with the exception of those listed in (11 g. and h.) the following existing water mains abut or are within the proposed subdivision and must remain:

1. A 12-inch water main in S Cottage Grove Avenue from E 26th street to S Vernon Avenue;
2. A 12-inch water main in S Vernon Avenue from E Vernon Avenue to E 31st Street;
3. An 8-inch water main in S Dr. Martin Luther King Jr Drive from E 26th Street to E 31st Street;
4. A 12-inch water main in E 31st Street from S Vernon Avenue to S Lake Park Avenue; and
5. A 30-inch water main in E 31st Street from S Dr. Martin Luther King Jr Drive to S Vernon Avenue.

The Water Section has no objection to the proposed dedication and subdivision, provided the following are part of the dedication and subdivision ordinance:

Proposed water mains are to be installed by the developer at their expense in the following sizes and locations:

- a. A 24-inch water main in E 26th Street, from proposed S Cottage Grove Avenue to S Calumet Avenue, connecting to the existing 36-inch water main in E 26th Street and proposed 12-inch water main and 16-inch water main in E 26th street at proposed S Cottage Grove Avenue (approximately 620 feet);
- b. A 16-inch water main in proposed S Cottage Grove Avenue, from E 26th Street to E 30th Street, connecting to the proposed 24-inch water main and proposed 12-inch water main and proposed 16-inch water main in in E 26th street at proposed S Cottage Grove Avenue and connecting on the south to the proposed 16-inch water main in E 30th street (approximately 2,275 feet);
- c. A 16-inch water main in E 30th Street, from S Cottage Grove Avenue to S Vernon Avenue, connecting to the existing 12-inch water main and the proposed 16-inch water main in S Vernon Avenue (approximately 520 feet);
- d. A 16-inch water main in S Vernon Avenue, from E 30th Street to E 31st Street

- connecting to the existing 30-inch feeder main and existing 12-inch water main in E 31st Street and connecting to the existing 12-inch water main and the proposed 16-inch water main in E 30th street (approximately 340 feet);
- e. A 12-inch water main in S Lake Park Avenue, from E 26th Street to E 31st Street, connecting to a proposed 12-inch water main in E 26th street and an existing 12-inch water main in E 31st Street (approximately 2,050 feet);
 - f. A 12-inch water main in E 26th Street, from S Lake Park Avenue to proposed Cottage Grove Avenue, connecting to the proposed 24-inch water main and 16-inch water main at the intersection of E 26th Street and proposed S Cottage Grove Avenue (approximately 550 feet);
 - g. A 12-inch water main in E 27th Street, from S Lake Park Avenue to proposed S Cottage Grove Avenue, connecting to the proposed 16-inch water in proposed S Cottage Grove Avenue and the 12-inch water main in S Lake Park Avenue (approximately 560 feet);
 - h. A 12-inch water main in E 29th Street, from S Vernon Avenue to S Lake Park Avenue, connecting to the existing 12-inch water main in S Vernon Avenue, the proposed 16-inch water in proposed S Cottage Grove Avenue, and the proposed 12-inch water main in S Lake Park Avenue (approximately 740 feet);
 - i. A 12-inch water main in E 30th Street, from S Lake Park Avenue to S Cottage Grove Avenue, connecting to the proposed 16-inch water in S Cottage Grove Avenue and the 12-inch water main in S Lake Park Avenue (approximately 510 feet);
 - j. A 12-inch water main in S Cottage Grove Avenue, from E 30th Street to E 31st Street, connecting to the proposed 16-inch water main in E 30th Street to an existing 12-inch water main in E 31st Street (approximately 430 feet); and
 - k. A 12-inch water main in E 31st Street, from S Lake Park Avenue to S Ellis Avenue (Vacated), connecting to the 12-inch water main in S Lake Park Avenue and the existing 12-inch water main in E 31st Street (approximately 260 feet).

The new water mains are subject to the following:

- i. All proposed water main plans are subject to DWM review and approval and must comply with all applicable Illinois Environmental Protection Agency (IEPA) separation requirements for water and sewer.
- ii. The final phasing and sequencing of the installation of these various mains will be determined by DWM.
- iii. DWM will make all final connections between the new water mains and the existing DWM system.
- iv. The estimated cost for the DWM to make the connections and perform additional work necessary to accommodate the development is **\$224,000.00**. See the attached letter dated September 24, 2021, for further details. This estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Instructions for payment of this deposit are in the attached letter.
- v. In the event the developer is unable to complete the water main installations described above, a deposit is required that will allow DWM to complete the work. The required deposit amount is **\$5,236,000.00**. This estimate is based on current rates for labor,

materials, equipment, and overhead charges, but actual costs will be billed to the developer upon DWM's completion of the work.

- vi. Further requirements may be developed as development proceeds or changes.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management - Sewer Section

Per Exhibit of PLANNED RIGHT-OF-WAY ADJUSTMENT MAP, there are multiple public Right-Of-Ways (ROWS), proposed for vacation. Based on Sewer records, following sewers are present in these ROWs.

- a) 18-inch Sewer on E 26th St from S Cottage Grove Ave to MLK Dr
- b) 12-inch Sewer on E 26th St from S Ellis Ave to S Cottage Grove Ave
- c) 24-inch Sewer on E 27th St from S Lake Park Ave to S Cottage Grove Ave
- d) 8-inch Sewer on E 27th St from East of S Lake Park Ave to West of S Lake Park Ave
- e) 15-inch Sewer on E 28th St from S Lake Park Ave to S Ellis Ave
- f) 12-inch Sewer on E 29th Pl from S Cottage Grove Ave to East of S Cottage Grove Ave
- g) 24-inch Sewer on E 29th St from Alley west of S Lake Park Ave to S Vernon Ave
- h) 15-inch Sewer on E 29th St from S Lake Park Ave to West of S Lake Park Ave
- i) 10-inch Sewer on E 29th St from West of S Lake Park Ave to Alley west of S Lake Park Ave
- j) 24-inch Sewer on E 30th St from S Cottage Grove Ave to S Vernon Ave
- k) 15-inch Sewer on E 30th St from S Lake Park Ave to S Cottage Grove Ave
- l) 15-inch Sewer on S Cottage Grove Ave from South from E 26th St to E 26th St
- m) 12-inch Sewer on S Cottage Grove Ave from S Vernon Ave to E 31st St
- n) 6-inch Sewer on S Eberhart Ave from North of E 31st St to E 31st St
- o) 15-inch Sewer on S Ellis Ave from E 28th St to E 27th St
- p) 15-inch Sewer on S Ellis Ave from E 28th St to South from E 29th St
- q) 12-inch Sewer on S Ellis Ave from E 30th St to South from E 29th St
- r) 12-inch Sewer on S Ellis Ave from E 31st St to E 30th St
- s) 15-inch Sewer on S Lake Park Ave from E 28th St to E 27th St
- t) 12-inch Sewer on S Lake Park Ave from North from E 29th St to E 31st St
- u) unknown Sewer on Alley east of S Cottage Grove Ave from North of E 30th St to E 30th St
- v) unknown Sewer on Alley west of S Lake Park Ave from South of E 30th St to E 30th St
- w) 12-inch Sewer on Along east side of MLK Dr from E 27th St to E 26th St
- x) 9-inch Sewer on Along east side of S Vernon Ave from South of E 30th St to E 30th St
- y) 12-inch Sewer on Along east side of S. Cottage Grove Ave from E 26th St to S Vernon Ave

Detailed conditions of vacation: The Sewer Section will approve the proposed street vacation, provided the beneficiary must agree with the conditions below-

Sewers in (b) through (y) except (a) and (g): To approve the proposed vacation, the beneficiary must remove these sewers and install new sewers in dedicated public ROW. When the proposed sewer plans are available, the beneficiary's engineering staff must discuss

those plans with Sewer Section Engineering Personnel. The plans must be submitted through the OUC-EFP review process.

Sewer in (a): Based on sewer record, the existing 18-inch Sewer on E 26th St is serving both north and south properties along E 26th St. Since the limit of the development ends at north line of E 26th St, the existing 18-inch Sewer must be retained and maintained until the new sewer is built by the beneficiary and accepted by City.

Sewer in (g): The existing 24-inch Sewer on E 29th St from S Ellis Ave to S Vernon Ave was lined in 2012 and not fully amortized. The estimated unamortized cost for this existing sewer main abandonment is **\$66,412.46**.

Detailed conditions of dedication and opening: The Sewer Section will approve the dedication and right-of-way opening, provided the beneficiary must agree with the conditions below-

- i. Existing private sewers in the areas to be dedicated and opened will be sealed and removed at the expense of the developer, in accordance with the standard procedures of the Department of Water Management, Sewer Section.
- ii. If and when the existing private sewers and appurtenances are abandoned, the abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.
- iii. Private structures are not allowed in the public right of way without an ordinance established by the City Council. Existing private structures must be relocated into private property, abandoned or established through a City Council ordinance.
- iv. It is the developer's responsibility to provide proper drainage in the areas to be dedicated. When the final plans are available, the developer's engineering staff must discuss those plans with Sewer Section Engineering Personnel. The plans must be submitted through the OUC-EFP review process. In the event when developer is unable to complete the sewer installations in the areas to be dedicated and opened, a deposit is required from which the DWM-Sewer may complete the sewer work. The required deposit amount for the Sewer Section is **\$12,832,234.84**. This estimate is based on current rates for labor, materials, equipment and overhead charges, but actual costs will be billed to developer upon DWM's completion of the work.
- v. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed dedications and openings, must be submitted for review and installed at the expense of the beneficiary. The maintenance of the public sewers and sewer structures will be accepted by the Department of Water Management only, after physical and videotape inspection approved by the Department of Water Management.
- vi. Permits are required to be obtained by a Licensed Drainlayer from the Department of Buildings - Sewer Permit Section for all underground sewer work, in both the public way and on private property. As-built plans of the public sewer and combined public main sewers indicating the street location of the main sewer(s) and appurtenances must be submitted to the Department of Water Management for record purposes within 30 days of completion.
- vii. A certified check in the amount of **\$12,898,647.30** (**\$12,832,234.84 + \$66,412.46**), payable to the City of Chicago, must be hand delivered to the Department of

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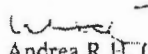
Buildings, Sewer Permit Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602 with a copy of this letter.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@cityofchicago.org.

Both Sewer and Water section have specific costs associated with each department. For Water, three (3) certified checks in the amounts of **\$74,362.87**, **\$293,000.00** (\$69,000.00 + \$224,000.00), and **\$5,236,000.00**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, (312) 744-7063, BPermits@cityofchicago.org, with a copy of this letter that is attached.

For Sewer Section, A certified check in the amount of **\$12,898,647.30** (\$12,832,234.84+\$66,412.46), payable to the City of Chicago, must be hand delivered to the Department of Buildings, Sewer Permit Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602 with a copy of this letter.

Very truly yours,


Andrea R.H. Cheng, Ph.D., P.E.
Commissioner



September 24, 2021

GRIT Chicago, LLC
c/o Chicago Neighborhood Initiatives (CNI)
1000 East 111th Street, 10th Floor
Chicago, IL 60628

Attention: David Doig
President

**SUBJECT: Proposed Bronzeville Lakefront Development
(Former Michael Reese Hospital Campus)
S Lake Park Avenue – E 26th Street to E 31st Street
S Vernon Avenue - E 26th Street to E 31st Street
E 26th Street – S Lake Park Avenue to S Vernon Avenue
E 31st Street - S Lake Park Avenue to S Vernon Avenue
BES Project No. 21-03:149
OUC File No. VD-108904**

Mr. Doig:

This correspondence is in response to an Office of Underground Coordination transmittal for the proposed street vacations and dedications for the Bronzeville Lakefront Development. GRIT Chicago, LLC shall submit final engineering plans for the overall project to the Department of Water Management (DWM) for review and approval prior to the start of construction. Upon review of the final engineering plans, additional DWM involvement may be required for the overall project, resulting in additional costs to GRIT Chicago, LLC.

The Department of Water Management - Water Section

In order to accommodate the proposed site development, the DWM must abandon the following existing water facilities:

- 12-inch water main located from 15 feet to 22 feet SNL of E Vernon Avenue from S Vernon Avenue to S Ellis Avenue
- 12-inch water main located at 22 feet EWL of S Ellis Avenue from E Vernon Avenue to E 29th Street
- 8-inch & 12-inch water mains located from 22 to 25 feet SNL of E 29th Street from S Vernon Avenue to S Lake Park Avenue (Vacated)
- 12-inch water main located at 12 feet EWL of S Lake Park Avenue (Vacated) from E 29th Street to of E 30th Street (Vacated)
- 12-inch water main located at 24 feet WEL of S Cottage Grove Avenue from E 29th Street to E 30th Street

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- 8-inch water main located at 10 to 32 feet EWL of S Ellis Avenue (Vacated) from E 30th Street to E 31st Street

In order to provide adequate water service and fire protection to the subject area, the following existing water mains shall remain active until the new water mains (outlined below) are installed, connected to the system and in service. After the new water mains are in service, this Department must also abandon the following existing water mains, incidental to the final connections by DWM (outlined below), in order to accommodate the proposed site development:

- 12-inch water main located from 22 to 23 feet WEL of S Cottage Grove Avenue (Vacated) from E 26th Street to E Vernon Avenue
- 12-inch water main located from 12 to 22 feet EWL of S Lake Park Avenue (Vacated) from E 30th Street to of E 31st Street
- 12-inch water main located at 12 feet SNL of E 30th Street (vacated) from S Cottage Grove Avenue to S Lake Park Avenue (Vacated)
- 12-inch water main located at 32 WWL of S Vernon Avenue (Vacated) from E 30th Street to E 31st Street
- 12-inch water main located at 31 NSL of E 31st Street from S Lake Park Avenue (Vacated) to S Ellis Avenue (Vacated)
- 12-inch water main located at 23 feet WEL of S Cottage Grove Avenue from E 30th Street to E 31st Street

This Department will perform only the pipe work associated with the water main abandonments, while the contractor will be responsible for obtaining all applicable permits, traffic control, tracing equipment, excavation/OSHA shoring, backfilling/compaction, abandonment of appurtenances (valve boxes/valve basins, fire hydrants) and all restoration to CDOT standards. The estimated cost for the DWM to perform the above-mentioned work is **\$69,000.00**. Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work.

The existing water mains that will be abandoned in S Vernon Avenue, S Ellis Avenue, S Lake Park Avenue, E 29th Street, E 30th Street, and E 31st Street are not fully amortized. The total fixed unamortized cost for these water mains is **\$74,362.87**.

In order to accommodate the subject development, this Department will allow GRIT Chicago, LLC's contractor to install the following proposed water facilities:

- 24-inch water main in E 29th Street, from S Cottage Grove Avenue to S Calumet Avenue
- 16-inch water main in S Cottage Grove Avenue, from E 26th Street to E 30th Street
- 16-inch water main in E 30th Street, from S Cottage Grove Avenue to S Vernon Avenue
- 16-inch water main in S Vernon Avenue, from E 30th Street to E 31st Street
- 12-inch water main in E 29th Street, from S Cottage Grove Avenue to S Lake Park Avenue
- 12-inch water main in S Lake Park Avenue, from E 26th Street to E 31st Street

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- 12-inch water main in E 27th Street, from S Lake Park Avenue to S Vernon Avenue
- 12-inch water main in E 29th Street, from S Lake Park Avenue to S Vernon Avenue
- 12-inch water main in E 30th Street, from S Lake Park Avenue to S Cottage Grove Avenue
- 12-inch water main in S Cottage Grove Avenue, from E 30th Street to E 31st Street
- 12-inch water main in E 31st Street, from S Lake Park Avenue to S Ellis Avenue (Vacated)

This Department will perform all the connections to the existing water mains in S Calumet Avenue, E 26th Street, S Vernon Avenue and E 31st Street. This Department will perform only the pipe work associated with the water main connections, while the contractor will be responsible for obtaining all applicable permits, traffic control, tracing equipment, excavation/OSHA shoring, backfilling/compaction, abandonment of appurtenances (valve boxes/valve basins, fire hydrants) and all restoration to CDOT standards. Additionally, the DWM will provide resident engineering services, valve operations, and water quality services for the above-mentioned work by GRIT Chicago, LLC's contractor.

GRIT Chicago, LLC will be responsible for designing the new water main to DWM standards, obtaining all applicable permits, traffic control, excavation/OSHA shoring, backfilling/compaction, all restoration to CDOT standards, as well as all costs for utility and alignment conflicts associated with the water main installation. ***The DWM cannot and will not make ANY connections until: 1) as-built drawings for the developer-installed pipe have been reviewed and approved by DWM, 2) the proposed sewer installation work has been completed and follows all applicable Illinois Environment Protection Agency (IEPA) separation requirements for water and sewer, and 3) The right-of-ways with the developer-installed pipe have been dedicated to the City.***

The estimated cost for the DWM to perform the above-mentioned work for the new water main installation and connections is **\$224,000.00**. Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work.

In the event GRIT Chicago, LLC is unable to complete the water main installations, a deposit is required that will allow DWM to complete the work. The required deposit amount is **\$5,236,000.00**. This estimate is based on current rates for labor, materials, equipment, and overhead charges, but actual costs will be billed to GRIT Chicago, LLC upon DWM's completion of the work.

Three (3) certified checks in the amounts of **\$74,362.87**, **\$293,000.00** (\$69,000.00 + \$224,000.00), and **\$5,236,000.00**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, (312) 744-7063, BPermits@cityofchicago.org, with a copy of this letter.

GRIT Chicago, LLC's contractor installing the new 12-inch, 16-inch, and 24-inch water mains shall perform the following:

- Submit a complete list of the shop drawings (submittals) for all water main materials to be used to complete the water main installation to the Force Account Construction

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Manager at FACM@ctrwater.net for review. Once the list is approved, the shop drawings (submittals) shall be sent at least 60 days prior to starting the work to the Force Account Construction Manager at FACM@ctrwater.net for review.

- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two (2) weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.
- Obtain a "B-Permit" prior to construction from the City of Chicago, Department of Buildings, Plumbing Permit and Plan Section, City Hall, 121 N LaSalle Street, Room 906, (312) 744-7063, BPermits@cityofchicago.org
- Contact the Plumbing Permit and Plan Section of the Department of Buildings regarding any proposed water service installations.
- Submit as-built drawings. The as-built drawings should be submitted to the Force Account Construction Manager at FACM@ctrwater.net. The as-built drawings must also include the materials used and dimensions of all underground work that is required for IEPA compliance. The DWM will not perform any connections until as-built drawings are reviewed and approved by this Department.

Please forward all the CAD files and any resource/reference files for this project electronically to Susan McKee at Susan.McKee@ctrwater.net so that they can be utilized to create the water main adjustment plans.

The proposed street improvements will be located above existing water facilities located within the subject project limits. This Department requires unrestricted access to its facilities at all times. Should the DWM require access to its facilities, it will not be responsible for any costs or work for restoration of the proposed street improvements (beyond typical pavement, sidewalk, and hydroseed restoration), including but not limited to, special features, planters, landscaping or structures.

There are existing valve basin frames and lids, water shut-off/valve boxes, and meter vaults within the proposed reconstruction limits. It is requested that any vertical adjustment that may be required to these facilities be incorporated into the contract plans and specifications, and the work is to be performed by GRIT Chicago, LLC's contractor. It is also requested that the final payment to the contractor be withheld until this Department has inspected and found the adjusted facilities acceptable. Please contact Mr. Albert Wtorkowski of the Department of Water Management, at Albert.Wtorkowski@cityofchicago.org, in order to schedule the final inspection of any adjusted water facilities.

There are various water mains and appurtenances within the limits of this project. All proposed underground facilities must be installed in such a manner to provide the following required clearances: The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

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Any traffic and pedestrian protection structures such as canopies, scaffolding, jersey walls, construction barricades, etc., which are located within 10 feet of water main facilities will restrict this Department's continuous access to its facilities for maintenance or repair work. Therefore, should this Department require access to its existing facilities, GRIT Chicago, LLC will be responsible for either removing the traffic and pedestrian protection structures or performing any necessary excavation required to provide this Department safe access to its existing facilities within 24-hour notice. Traffic and pedestrian protection structures must be installed to allow for complete accessibility to all DWM facilities, including fire hydrants, valve basins, sewer manholes, and catch basins.

All sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

Proposed trees must not be planted within 5 feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth discussed above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, movable planting containers that can be relocated by the owner of the plantings in the event that access to the water main is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above-mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

Page 6
GRIT Chicago, LLC
September 24, 2021

There will be multiple existing fire hydrants installed within the projects limits. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15 foot dimension intersects a crosswalk, driveway or similar feature. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead.

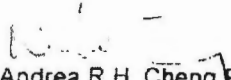
If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, GRIT Chicago, LLC will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, GRIT Chicago, LLC will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,


Andrea R H Cheng Ph.D., P.E.
Commissioner

SX

Email cc: DOB Plan Desk

Exhibit "F".
(To Ordinance)

Duty To Build Agreement.

CHICAGO

January 19, 2021

Rachel DeCorvo
Coordinating Planner
City of Chicago
Department of Transportation
2 North LaSalle Street, Suite 950
Chicago, Illinois 60602

Re: **DUTY TO BUILD AGREEMENT FOR CREATION OF NEW STREET/ALLEY**
Former Michael Reese Hospital Redevelopment

Dear Ms. DeCorvo.

In support of the applications with the Chicago Department of Transportation's Public Way unit, for the dedications, vacations and openings, I hereby state that I am the applicant or the company agent for the applicant company involved in the project, and that I have the authority to agree to the below terms of the dedication.

PLEASE INITIAL AGREEMENT:

SA I am aware that I am responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication associated with unique

CDOT FILE: 27-04-21-3963

SA I further understand that all rights of way (both public and private) must be built to City specifications as detailed in the most current version CDOT's Regulation for Openings, Construction and Repair in the Public Way.

SA Lastly, I understand that construction deposits will be required to assure that the work is done correctly. An inspection will be conducted by the City upon completion of the work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub-par or that do not adhere to the City's standards.

GRII Chicago, INC

Date: 01/19/2021

By: Scott Goodman
[Print name]

Its: Authorized Signatory

Address: 120 N Racine Ave., Suite 200, Chicago, IL 60607

Phone / Fax / Email: (312)971-2525 sgoodman@farpointdev.com

Subscribed and sworn to before me
this 19 day of January 2021

Melanie Webber
Notary Public

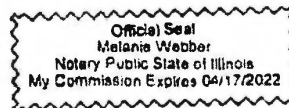


Exhibit "A".
(To Ordinance)

Plat Of Dedication.
(Page 1 of 2)

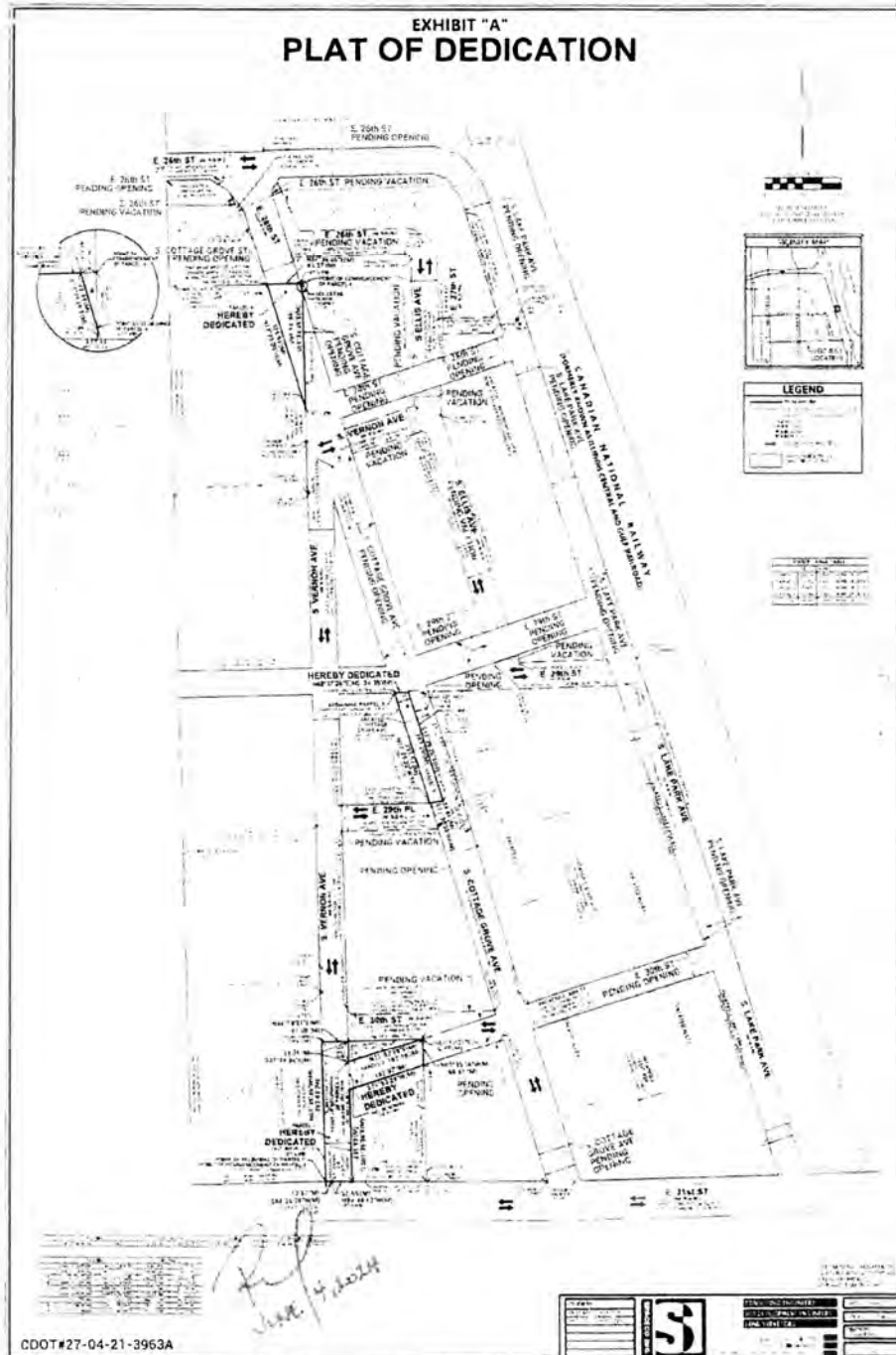


Exhibit "A".
(To Ordinance)

Plat Of Dedication.
(Page 2 of 2)

EXHIBIT "A"
PLAT OF DEDICATION

[The following text is a dense, mostly illegible legal document, likely a plat of dedication, containing numerous paragraphs of fine print and technical specifications.]


 Robert J. Green
 [Illegible Title]





CDOT#27-04-21-3963A

PEDESTRIAN BRIDGE EASEMENT FOR NORTHWESTERN MEMORIAL HOSPITAL OVER E. ERIE ST., BETWEEN N. ST. CLAIR ST. AND N. FAIRBANKS CT.

[O2024-0009353]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (O2024-0009353) for a proposed long-term easement for a pedestrian bridge over East Erie Street, between North St. Clair Street and North Fairbanks Court. This site is located in the 2nd Ward. This ordinance was referred to the committee on May 22, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City (the "City Council"), after due investigation and consideration, has determined that the public use and the public interest will be served by City's granting a long-term easement for a pedestrian overpass over the public way on East Erie Street, between North St. Clair Street and North Fairbanks Court, as described in the following ordinance; and

WHEREAS, Northwestern Memorial Hospital, an Illinois not-for-profit corporation ("NMH"), is the owner of real property commonly known as 675 North St. Clair Street, 201 East Huron Street and 251 East Huron Street, Chicago, Illinois (together "Galter Property") and Northwestern Memorial HealthCare, an Illinois not-for-profit corporation ("NMHC") holds a long-term ground leasehold interest in the property commonly known as 633 North St. Clair Street, Chicago, Illinois (the "633 Property"); and

WHEREAS, NMH and NMHC ("Grantees") desire to construct, maintain and operate a pedestrian overpass (the "Pedestrian Overpass") to bridge the public right-of-way between the Galter Property and the 633 Property (together "Properties"); and

WHEREAS, Grantees, both qualified tax-exempt charitable organizations pursuant to Section 501(c)(3) of the Internal Revenue Code, will obtain financing for and expend a substantial amount of funds in order to construct the Pedestrian Overpass, and perform related construction activities to create a new grade-separated pedestrian interconnection between the buildings on the Properties; and

WHEREAS, The Pedestrian Overpass will require the use of the public right-of-way in the air rights above the grade of East Erie Street, as more fully described herein; and

WHEREAS, The Department of Transportation has determined that construction, maintenance and operation of the Pedestrian Overpass will not interfere with street traffic or the City's traffic infrastructure, and will benefit Grantees and the general public by allowing pedestrians to traverse between the Properties and connect to a system of bridges and other elevated walkways extending through Grantees' entire Streeterville campus, all at a level that is grade separated from vehicular traffic on East Erie Street and the other streets in such campus; and

WHEREAS, The City is willing to grant Grantees an easement in and through the portion of the public way described as "Easement Area" in Exhibit 1 which is attached hereto and incorporated herein (the "Public Way Easement Agreement") on terms and conditions set forth therein; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Public Way Easement Agreement, and such other agreements and supporting documents as may be necessary or appropriate to implement the provisions of the Public Way Easement Agreement. If the Public Way Easement Agreement is not executed by Grantees and Commissioner and also recorded within 180 days of the passage of this ordinance, then this ordinance will become null and void and of no further effect.

SECTION 3. If any provision of this ordinance shall be held 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. In recognition of the tax-exempt charitable status of Grantees and the public benefits previously described, the Public Way Easement Agreement is authorized to be executed without the payment of compensation by Grantees.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Easement Approved:

(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) Brian Hopkins
Aldersperson, 2nd Ward

CDOT File Number:

10-02-23-4065.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Public Way Easement Agreement.
(Hospital Pedestrian Bridge)

This Agreement (the "Agreement") is entered into as of this _____ ("Effective Date") by and between the City of Chicago, an Illinois home rule municipality (the "City") and Northwestern Memorial HealthCare, an Illinois not-for-profit corporation ("NMHC"), and Northwestern Memorial Hospital, a not-for-profit corporation organized and existing under and by virtue of the statutes of the State of Illinois ("NMH" and "NMHC" are referred to herein as the "Grantees") (City and Grantees together shall be referred to herein from time to time as the "Parties").

Witnesseth:

Whereas, NMH is the owner of real property commonly known as 675 North St. Clair Street, 201 East Huron Street and 251 East Huron Street Chicago, Illinois, as legally described on (Sub)Exhibit A-1 attached hereto and made a part hereof ("Galter Property"), upon which is located NMH's Galter Pavilion of its Northwestern Memorial Hospital; and

Whereas, NMHC is the lessee under a long-term ground leasehold interest in the property commonly known as 633 North St. Clair Street, Chicago, Illinois, as legally described on (Sub)Exhibit A-2 attached hereto and made a part hereof (the "633 Property") upon which NMHC will construct and operate the 633 Outpatient Care Center, a facility for outpatient care (together the 633 Outpatient Care Center and Galter Pavilion are referred to herein as the "Overpass Buildings", and together the Galter Property and 633 Property are referred to herein as the "Properties"); and

Whereas, NMHC is the sole corporate member of NMH; and

Whereas, Grantee has proposed the construction and development of an enclosed pedestrian overpass (the "Overpass") to connect the 633 Outpatient Care Center and the Galter Pavilion over and above the grade of the City's public right-of-way ("Street") by approximately 1,290 square feet, more or less, and 31,276 cubic feet, more or less ("Easement Area"), as more fully described on the Plat of Easement ("Plat") attached hereto as (Sub)Exhibit B; and

Whereas, The Overpass will require the use of the Street, specifically use of certain of the air rights above East Erie Street, as more fully depicted on the Plat; and

Whereas, The Grantee requires the use of the Overpass, which lies above the grade of the Street, and the Easement Area, for safe pedestrian movement within the Overpass Buildings; and

Whereas, The Overpass will promote public health, safety and welfare by supporting healthcare in the City of Chicago and by allowing patients, staff and other visitors to traverse between the Properties and connect to a system of bridges and other elevated walkways extending through the entire Streeterville campus, all at a level that is grade separated from vehicular traffic on East Erie Street and the streets in such campus, as provided in this Agreement;

Now, Therefore, In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant Of Easement. Subject to the terms and conditions stated in this Agreement, the City hereby grants to Grantees as tenants in common an easement ("Easement") to use and occupy, in accordance with this Agreement, those certain limited air rights in the Easement Area for the construction, installation, use, operation, maintenance, repair and replacement of the Overpass. The public way Easement granted pursuant to this Agreement constitutes a contemporaneous grant of interest in real property and is not executory in nature. The interest in the Easement granted to NMH is intended to benefit the Galter Property and shall be deemed appurtenant thereto, with the burdens and benefits of such grant running with the land of the NMH Property. The interest in the Easement granted to NMHC is intended to benefit its leasehold in the 633 Property and shall be deemed appurtenant thereto, with the burdens and benefits of such grant running with the leasehold in the NMH Property, all as provided herein. The Grantees shall be jointly and severally liable for all obligations of Grantees hereunder, including liability for any warranty or representation made by either of the Grantees. The Parties hereto may, upon agreement, substitute a revised Easement legal description for the Easement legal description set forth on (Sub)Exhibit B attached hereto and made a part hereof, subject to review and approval of the City's Corporation Counsel.

2. Term.

(a) The Easement is granted for a term of twenty (20) years subject to the provisions of Sections 2(b), 11 and 12 (the "Term").

(b) Grantees shall have the right to terminate the Term at any time prior to its expiration by serving notice to City with an intended effective date of termination subject to Section 12, provided that Grantees are not at the time of the notice in Default as provided in Section 11.

3. Title, Warranties.

(a) The Easement is granted subject to the extent of City's legal interest in and authority over dedicated public ways located within its corporate boundary.

(b) Grantees hereby jointly and individually represent and warrant to the City that NMH is the owner of the Galter Property and NMHC is the holder of a leasehold interest in the 633 Property, each with sufficient title to or sufficient leasehold interest in the respective Properties to agree and bind the Properties to the obligations set forth in this Agreement. Any termination of the leasehold interest during the Term, except if the leasehold interest is merged into the fee simple interest and NMHC becomes owner of the fee simple interest, shall be a material breach of this Agreement pursuant to Section 11.

(c) Grantees agree that they will not transfer any interest in the Easement, except to a transferee of their respective ownership or leasehold interest, and that no such transfer will be without prior written consent by the Commissioner of the City's Department of Transportation ("Commissioner").

(d) The Grantees hereby represent and warrant that both NMH and NMHC are on the Effective Date, and will remain at all times during the Term: i) Illinois not-for-profit corporations; and ii) and qualified tax-exempt charitable organizations pursuant to Section 501(c)(3) of the Internal Revenue Code. Grantees further agree to take all necessary actions to maintain both such statuses as to both Grantees during the Term. In the event that during the Term either Grantee receives notice from the applicable agency of a change in either of the Grantees' not-for-profit or tax-exempt status as stated herein, Grantees shall immediately notify City and provide copies of the notification including any documents included with it. Any such notification of a change in status shall be deemed conclusive evidence of a material breach pursuant to Section 11 below, subject to cure as provided in Section 11 below.

4. Compensation.

(a) There shall be no compensation due for the grant of the Easement, subject to the provisions of this Section 4.

(b) In the event of the termination of the leasehold as described in Section 3(b) above, Grantees shall pay compensation prorated for the balance of the Term (including any extension of the Term as provided in Section 12) after the lease termination in an amount that is one half of the amount determined by City as representing the fair market value of the Easement, including the benefits appurtenant to the Properties from the grant of the Easement, as established by City's appraisal.

(c) In the event of the breach of the representation and warranty in Section 3(d) above, Grantees shall pay compensation prorated for the balance of the Term after the breach in an amount determined by City as representing the fair market value of the Easement, including the benefits appurtenant to the Properties from the grant of the Easement, as established by City's appraisal.

(d) In the event that Grantee fails to complete the Removal and Restoration Work as required in the first sentence of Section 12, Grantees shall pay compensation as

provided in Section 4(c) from the date of expiration or date of termination in the notice until the actual completion of the Removal and Restoration Work.

5. Grantees' Construction And Maintenance Obligations.

(a) The Grantees, at their sole cost and expense, shall design, construct, install, use, operate, maintain, repair and replace the Overpass in accordance with this Agreement.

(b) Prior to the commencement of the construction, installation or removal of the Overpass, including any reconstruction or replacement thereof, the Grantees shall obtain Commissioner's written approval of proposed plans consistent with (Sub)Exhibit C, which is attached hereto and incorporated herein. Upon Commissioner's approval of the Plans (as approved, "Plans"), Grantees shall be obligated to perform all work and procure all materials necessary and appropriate for the completion of such construction, installation or removal of the Overpass ("Work") in accordance with the Plans.

(c) The Grantees expressly warrant that the Overpass shall be designed, constructed, installed, used, operated, maintained, repaired and replaced, and all Work performed in compliance with all applicable federal, state and local laws and regulations ("Laws") including, but not limited to: (1) the Americans with Disabilities Act of 1990, 42 USC 12101, et seq., and the regulations promulgated thereunder; (2) the Illinois Environmental Barriers Act (410 ILCS 25/1, et seq. (1996)); (3) The Illinois Accessibility Code, 71 Ill. A. Code 400; and (4) all local City ordinances, codes, regulations.

(d) The Grantees shall be responsible for obtaining permits and approvals for and paying for any and all removals, relocations, alterations, additional maintenance or restorations of or to any utility or public service structures or facilities which are or may be necessary or appropriate, in the reasonable opinion of the Commissioner, to enable or facilitate the Work or to construct, install, use, operate, maintain, repair or replace the Overpass. This includes any structures or facilities located in or adjacent to the Easement Area or the Street, whether owned or controlled by the City or another entity, including pavements, bridges, poles, and other utility facilities. The Grantees shall be responsible for obtaining the consent of and making suitable arrangements with all persons or entities owning or controlling such structures or facilities.

(e) The Grantees shall secure all necessary permits required for the Work by Laws, including but not limited to applicable building and public way permits.

(f) Upon its completion and subject to applicable occupancy permits, Grantees shall cause the Overpass to be open for use by the public to the extent of the permission granted by Grantees to the public to be within the Overpass Buildings, including at times when the Overpass Buildings are open to the public.

(g) Until removal of the Overpass, Grantees shall conduct regular inspections of the Overpass and the Easement Area and maintain records of such inspections and all maintenance, in accordance with Laws. All Overpass and Easement Area inspection and maintenance records shall be made available to the City promptly upon written request.

(h) Grantees shall maintain the Overpass and Easement Area in a structurally sound, clean, aesthetically attractive, and usable condition consistent with Law and with other obligations in this Agreement. Notwithstanding the foregoing, the City reserves the right to access and inspect the Overpass and Easement Area for purposes provided by Law, including assuring Grantees' compliance with their obligations in this Agreement.

(i) Grantees shall cooperate with the City concerning the coordination of uses of the public way, including providing immediate responses and access to City and other first response agencies in the event of an emergency involving or affecting public safety. Cooperation shall also include Grantees providing prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Easement Area and Overpass.

(j) Grantees shall pay for any and all utility service with respect to the construction, installation, use, operation, maintenance, repair, or replacement of the Overpass, or any part of the Easement Area.

(k) Grantees shall maintain the Easement Area and Overpass so that the improvement does not unreasonably interfere with the use of the public way by the City, the public, or any person or entity authorized to use or occupy the public way.

(l) Grantees shall provide appropriate security over the Easement Area and Overpass at their sole cost and expense.

6. Uses Of The Overpass And The Easement Area.

(a) The Grantees shall not attach or post any messages, signs, symbols, art or advertising of any kind on the Overpass, or on the interior of the Overpass which may be visible from the Street, other than the name of Grantees' medical facility as may be permitted under applicable processes as shown in the Plans. The Grantees shall not lease nor enter into any agreement for use of the Overpass or Easement Area for advertising or promotion purposes.

(b) The Grantees may not authorize any use or occupancy of the Overpass for any purpose that will substantially interfere with the use of the Overpass by the public for passage between the Overpass Buildings, or with the use or improvement of the public ways outside the Easement Area. Subject to such limitation, the Grantees may utilize the Overpass for exhibits, displays and similar uses.

(c) Grantees may establish reasonable rules and regulations related to the use by the public of the Overpass. Grantees may at their sole discretion control the use of and access to the Buildings through the Overpass.

7. City Has No Maintenance And Operational Duties. The Grantees acknowledge that City is not responsible for the operation, maintenance, repair, and/or replacement of or security in the Easement Area and the Overpass, and City has no obligations with respect thereto.

8. Indemnity. Grantees hereby agree to indemnify, defend and hold the City, its officers, agents or employees ("City Parties") harmless from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation) (altogether, "Claims"), for personal injury or property damage arising or resulting from the Overpass, the Work, or Grantees' entry to or use of the Easement Area or Street, except to the extent such Claim is proximately caused by tortious conduct of a City Party. If City receives notice of a Claim, it will notify Grantees in a timely manner, and deliver copies of all documents received with notice of the Claim, and, if City elects in its sole discretion, tender the defense of the Claim to the Grantees. In the event of such tender, Grantees shall appear and diligently defend the City against the Claim and pay all expenses arising therefrom as provided in this section, but Grantees shall not be entitled to settle any Claim without the approval of the City which approval shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and the City reserves whatever other rights of indemnities it may have under common law, by statute, or by ordinance. This indemnity for Claims arising as a result of events occurring during the Term shall survive the expiration or termination of the Easement or this Agreement.

9. Insurance. The Grantees shall procure and maintain, at all times, or shall cause to be procured and maintained, and submit proof thereof, all of the types and coverages of insurance specified in (Sub)Exhibit D which is attached and incorporated, at the times stated therein, with insurance companies authorized to do business in the State of Illinois, covering all activities and operations under this Agreement, including construction, operation, maintenance and removal phases, whether performed by the Grantees or any of its contractors. The Grantees' liability coverages may be provided through its captive insurance company, if approved by the City as provided in (Sub)Exhibit D. Unless otherwise provided for by the authorized representative of the City Department, Grantees must register with the City's online insurance certificate portal as specified in (Sub)Exhibit D. Grantees shall be responsible for ensuring that Grantees' insurance agent or provider responds to requests generated by and sent via email from the City's online insurance certificate portal requiring the upload of a Certificate Of Insurance ("COI") or any other required insurance documents directly into the portal. Grantee is further responsible for ensuring that any requests for insurance documentation during the Term are provided through the City's online insurance certificate portal and that all such information uploaded is accurate and meets the requirements of (Sub)Exhibit D. COIs may not be submitted to the City via mail, email, fax, or other means unless specifically

requested or agreed to by the City in that format. Grantees shall not be authorized to begin the Work prior to registration in and receipt of COI in the City's online insurance certificate portal, without the written authorization of the City Comptroller.

10. Not Used.

11. Default. The Grantees shall be in default hereunder in the event of a material breach by Grantees of any term or condition of this Agreement including, but not limited to, a representation or warranty, where Grantees have failed to cure such breach within sixty (60) days after receipt of written notice of breach by City setting forth the nature of such breach. In the event that City's notice articulates and describes a condition involving an unreasonable risk of imminent injury or death of any person, or of imminent substantial damage to a third party's property, including public property ("Emergency"), then the time for cure of such breach shall be the time stated by City in its notice. Failure of City to give written notice of breach to Grantees, including a notice involving an Emergency, shall not be deemed to be a waiver of the City's right to assert such breach or declare an Emergency at a later time. If the default is not capable of being cured 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, provided that Grantees have commenced to cure the default promptly upon discovery of the default or receipt of the notice, whichever is earlier, and Grantees diligently pursue cure of such default until completion. If the default is not cured in the time period provided for herein, the City may terminate the Easement by serving the Grantees with written notice, which will have an effective date that is not less than 3 months after the date of such notice, and in addition to such termination may institute such proceedings at law or in equity as may be necessary or desirable to recover damages, and to cure and remedy any default, including the failure or refusal to timely commence, diligently pursue and complete the Removal and Restoration Work at the Grantees' sole expense as provided in Section 12 below.

12. Removal And Restoration Upon Termination Or Expiration. Prior to expiration of the Term, or the effective date of any under Sections 2(b) or 11, Grantees, shall: (1) obtain Commissioner's approval of Plans for the removal of the Overpass and the restoration of the Easement Area and the Street; (2) completely remove the Overpass and all facilities and improvements from the Easement Area and the Street; and (3) restore the Easement Area and the Street to the extent altered, disturbed, or damaged by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Overpass, and all Work related thereto, to a proper condition to the satisfaction of the Commissioner and in accordance with the Municipal Code of Chicago (together, "Removal and Restoration Work"). If Grantees fail to complete the Removal and Restoration Work prior to the expiration of the Term or the effective date in a termination notice, the Term shall be extended until Grantees complete the Removal and Restoration Work; provided, however, that the City may deny such extension of the Term by providing notice to Grantees of City's intention to perform such Removal and Restoration Work for Grantees, further provided, however, if the Grantees are delayed in performing such Removal and Restoration Work because of acts of God, strikes or other similar labor actions, unseasonable adverse weather, equipment or transmission failure or damage reasonably beyond Grantees' control, riots or civil unrest, or other causes reasonably beyond Grantees' control, including delay by the City (collectively, "Force Majeure Events") and

Grantees promptly provide City with written notice of one or more Force Majeure Events, City agrees not to perform such Removal and Restoration Work until after the conclusion of the delay caused by such Force Majeure Event(s). In the event that City serves such a notice, Grantees shall be deemed to have granted City, to the extent of their interest therein, a temporary license to enter and occupy portions of the Properties necessary and appropriate to perform such Removal and Restoration Work, and within 60 days of delivery of City's invoice detailing its costs and expenses arising from performance of such Work on behalf of the Grantees, Grantees shall reimburse the City in the amount stated in such invoice. The Easement will terminate upon Grantees' completion of the Removal and Restoration Work, or the City's commencement of performing the Removal and Restoration Work as provided in this Section 12.

13. Notices. Any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given if and when (a) personally delivered or (b) on the next following business day if transmitted by reputable overnight carrier. Grantees may alternatively serve notice to the City by email which shall be effective upon confirmation of receipt by City. Notices shall be addressed to Grantees and City at their respective addresses set forth below, or to such substitute address as Grantees or City may have designated by notice in accordance herewith:

If To City:

Commissioner of Transportation
2 North LaSalle Street, Room 800
Chicago, Illinois 60602
Attention: Maps and Plats/Vacations
Email: william.higgins@cityofchicago.org

with a copy to:

Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel
Real Estate and Land Use
Division
Email: lisa.misher@cityofchicago.org

If To Grantees:

Northwestern Memorial HealthCare
211 East Ontario Street, 8th Floor
Chicago, Illinois 60611

with a copy to:

Northwestern Memorial HealthCare
211 East Ontario Street, 18th Floor
Chicago, Illinois 60611
Attention: General Counsel

14. Illinois Law And Local Venue. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

15. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Grantees and City and their respective successors, assigns, licensees and legal representatives. This document and the terms hereof are intended solely for the benefit of the parties hereto and their successors, licensee and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

16. Authority And Validity. The undersigned representative of Grantees represents and warrants to City that this Agreement has been duly authorized, executed and delivered in accordance with the applicable governing board of Grantees, such that this Agreement constitutes the legal, valid and binding obligation of Grantees, enforceable against Grantees in accordance with its terms. City represents that its execution of this Agreement has been authorized by an ordinance approved by City Council on _____, 2024 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages _____ -- _____).

17. Miscellaneous.

(a) The rights and obligations of Grantees under this Agreement shall be benefits and covenants running with the Property and be binding upon and enforceable by the Grantees, its successors and assigns as to its interest in the Property.

(b) If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

(c) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, 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 provided that this Agreement in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(e) This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by all the Parties.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

18. Failure To Maintain Eligibility To Do Business With The City. Failure by Grantees or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby.

19. Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, Grantees and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56, respectively, of the Municipal Code of Chicago. The Grantees understand and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

In Witness Whereof, Grantees and City have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date.

Northwestern Memorial Hospital,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Northwestern Memorial HealthCare,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

(Sub)Exhibit "A-1".
(To Public Way Easement Agreement)

Legal Description Of Galter Pavilion.

Parcel 1:

Lots 1 to 9 in the subdivision of Lot A in Newberry's Subdivision of Block 43 in Kinzie's Addition to Chicago in the north half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 9, inclusive, in Newberry Estate Subdivision of Block 43 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The east and west vacated alley lying between Parcels 1 and 2 aforesaid.

Parcel 4:

Easement in favor of Parcels 1, 2 and 3 for structural members, columns, beams and other supporting components; pedestrian ingress and egress for those services to be provided by Northwestern Medical Faculty Foundation, Inc. and for transportation of equipment, material and supplies; ingress and egress and to transport equipment, material and supplies; the right to install, use, remove and replace facilities which service the Ambulatory Care Center; maintenance of encroachments and general ingress and egress, as created by easement and operating agreement recorded February 22, 1995 as Document Number 95124055 over the following described real estate: that part of the property and space lying above a horizontal plane having an elevation of 229.58 feet above Chicago City Datum and below a horizontal plane having an elevation of 346.06 feet above Chicago City Datum, excepting therefrom that part lying above a horizontal plane having an elevation of 257.06 feet above Chicago City Datum and below a horizontal plane 278.06 feet above Chicago City Datum, and lying within the boundaries, projected vertically, of a parcel of land comprised of parts of Lots 1 and 8, and all of Lots 2 through 7, inclusive, in the subdivision of Lot A in Newberry's Subdivision of Block 43 in Kinzie's Addition to Chicago in the north half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, and parts of Lots 1 and 8, and all Lots 2 through 7, inclusive, in Newberry Estate Subdivision of Block 43 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with a part of the east and west 18-foot-wide alley (vacated by ordinance passed May 25, 1950 and recorded June 15, 1950 as Document Number 14827730) lying

between and adjoining the aforesaid subdivisions, said parcel of land being more particularly described as follows: beginning at a point on the north line of Block 43, and the south line of East Huron Street, which is 14.76 feet east from the northwest corner of said block; thence east along said north line (being also the south line of East Huron Street), a distance of 184.67 feet to a point; thence south along a line drawn parallel with, and 199.43 feet east from the west line of said block, a distance of 218.31 feet to a point on the south line of said Block 43; thence west along said south line of Block 43 (being also the north line of East Erie Street), a distance of 184.67 feet to a point 14.76 feet east from the west line of said block; thence north along a line drawn 14.76 feet east from and parallel with said west line of Block 43, a distance of 218.27 feet to the point of beginning, in Cook County, Illinois.

Commonly Known As:

675 North St. Clair Street
Chicago, Illinois.

Property Index Numbers:

17-10-202-091-0000;

17-10-202-092-0000;

17-10-202-093-0000;

17-10-202-095-0000;

17-10-202-096-0000; and

17-10-202-097-0000.

(Sub)Exhibit "A-2".
(To Public Way Easement Agreement)

Legal Description Of 633 N. St. Clair St.

Parcel 1:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 27, together with Lot 26 (except the east 18 feet thereof); in subdivision of the west 394 feet (except the east 14 feet of the north 80 feet thereof) in Block 32 in Kinzie's Addition to Chicago in the east half of the northwest quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A parcel of land lying east of and adjoining the east line of Lot 6, south of and adjoining the south line of Lot 4, north of and adjoining the north line of Lots 7 and 8 and west of the line between Lots 8 and 9 projected north to its intersection with the southeasterly line of Lot 4, in Block 32 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

All that part of the north and south 18-foot public alley lying east of the east line of Lots 1 to 4, both inclusive; lying west of the west line of Lot 27; lying south of a line drawn from the northeast corner of Lot 1 to the northwest corner of Lot 27; and lying north of the westwardly extension of the south line of Lot 27 all in the subdivision of the west 394 feet of Block 32 (except the east 14 feet of the north 80 feet thereof) in Kinzie's Addition to Chicago, being a subdivision of the north fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

633 North St. Clair Street
Chicago, Illinois.

Property Index Numbers:

17-10-203-001-0000;

17-10-203-002-0000;

17-10-203-003-0000; and

17-10-203-004-0000.

(Sub)Exhibit "D".
(To Public Way Easement Agreement)

Insurance.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return

and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. Insurance Required From Contractor.

1) Workers' Compensation And Employer's Liability (Primary And Umbrella).

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability.

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's

liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability.

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Vendor/Contractor. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, noncontributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella Or Excess.

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractors may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

¹ Insurance coverages that begin with "when", "if", or "where", are considered conditional, and it is the Contractor/Vendor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

- 5) Sexual Abuse Or Molestation (SAM) Liability -- Not Required.
- 6) Professional Liability -- Not Required.
- 7) Professional/Pharmacists Liability -- Not Required.
- 8) Cyber Liability -- Not Required.

- 9) Pollution Liability Insurance.

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Mortgagor, the General Contractor or any Subcontractor in connection with the Project; Contractors Pollution Liability must be maintained with limits no less than \$2,000,000 per occurrence or claim and \$5,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, noncontributory basis. Developer/ Contractor, the General Contractor and any Subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 10) Valuable Papers (When Applicable).

When any plans, designs, drawings, specifications, media, data, records, reports, and other 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.

11) Blanket Crime (When Applicable).

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

12) Garage Liability (When Applicable).

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence for Auto Liability, Other than Auto Liability and Personal Injury and a \$2,000,000 aggregate for Other than Auto Liability for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent) must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

13) Property.

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

14) Installation Floater -- Not Required.

15) Builders Risk (When Applicable).

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

16) Miscellaneous Medical Professional Liability (When Applicable).

Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

17) Railroad Protective Liability (When Applicable).

When, in connection with the Project, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer/Contractor, the General Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, 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.

18) Marine Protection & Indemnity (When Applicable).

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other

insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

B. Additional Requirements.

Evidence Of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance ("COI") and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles And Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver Of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation As To Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution By The City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance And Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture Or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance Obtained By Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance Required Of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

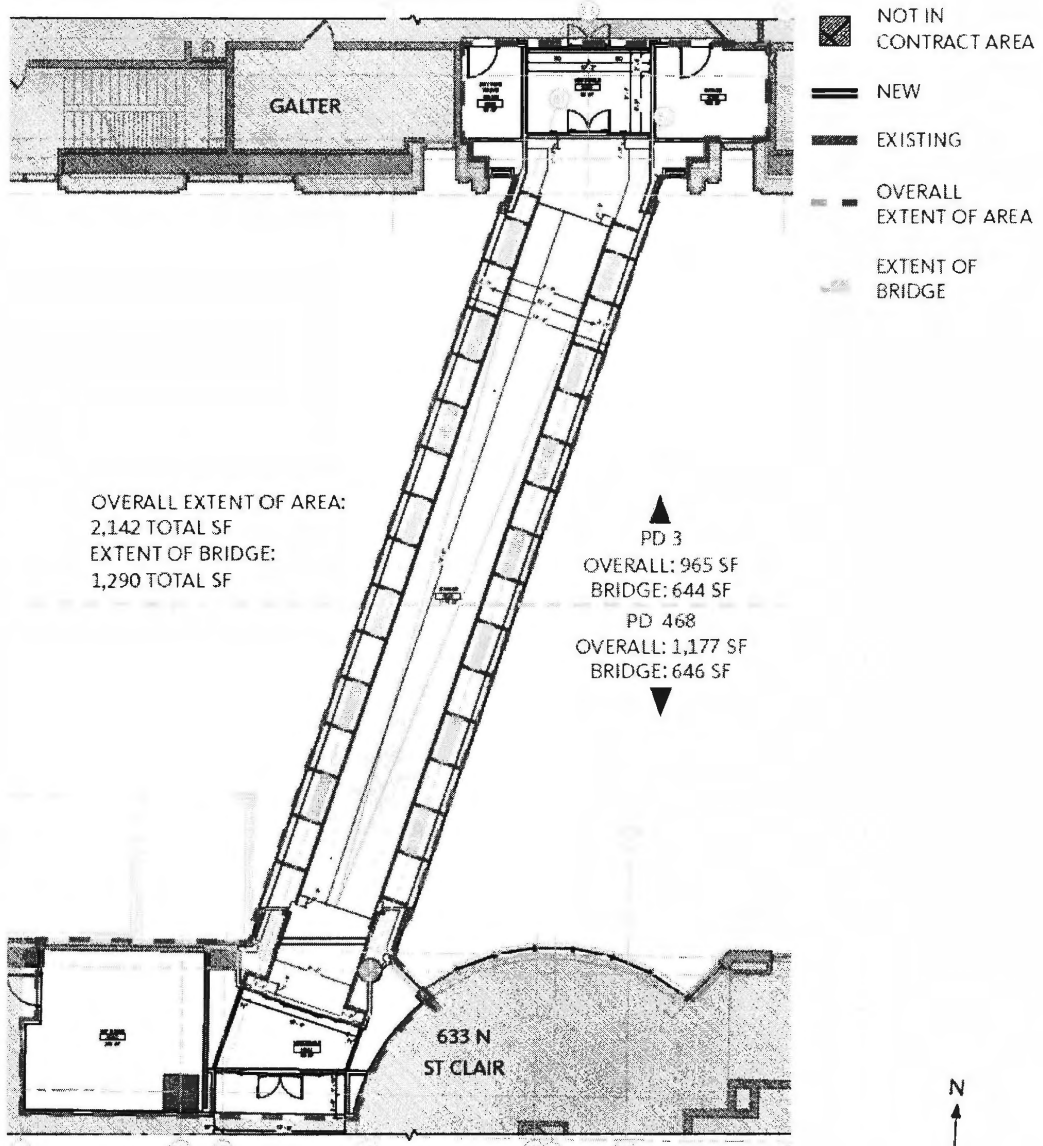
City's Right To Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "C".
(To Public Way Easement Agreement)

Hospital Pedestrian Bridge.

Designs Of Overpass.
(Page 1 of 2)

LEVEL 2 PROPOSED BRIDGE FLOOR PLAN



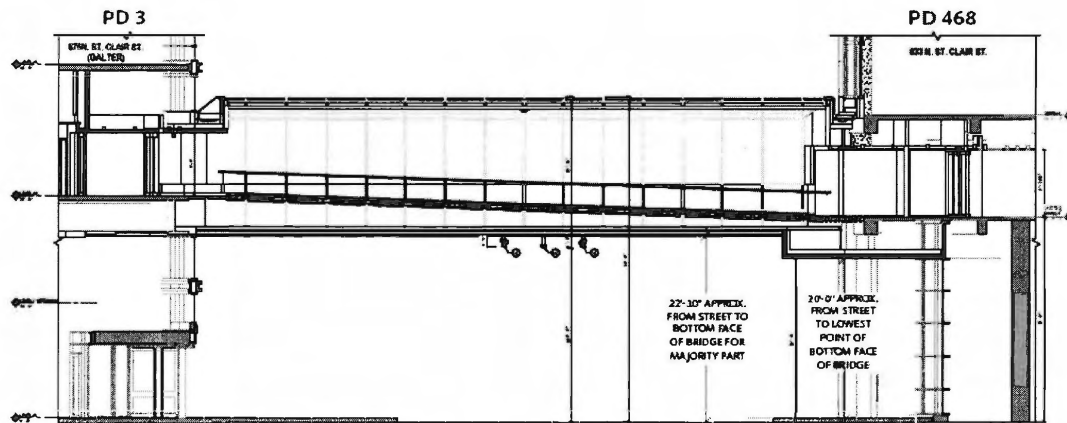
(Sub)Exhibit "C".
(To Public Way Easement Agreement)

Hospital Pedestrian Bridge.

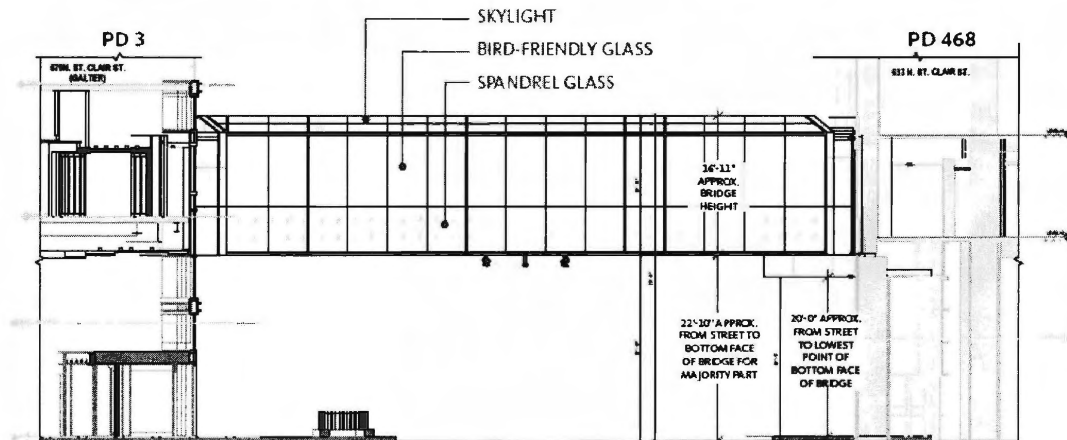
Designs Of Overpass.
(Page 2 of 2)

PROPOSED BRIDGE ELEVATION

EXISTING FEINBERG/LAVIN BRIDGE: 20' - 8" FROM STREET TO BOTTOM FACE



SECTION FACING EAST



ELEVATION FACING EAST

INSTALLATION OF CHICAGO TRANSIT AUTHORITY BUS ROUTES ON PORTIONS OF N. ASHLAND AVE. AND N. RAVENSWOOD AVE.

[O2024-0009810]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (O2024-0009810) through which the consent and permission of the City of Chicago is hereby given to the CTA, a municipal corporation, to install, maintain and operate a bus route on portions of North Ashland Avenue northbound, from West Irving Park Road to West Wilson Avenue, and from West Lawrence Avenue southbound to West Irving Park Road; also on North Ravenswood Avenue northbound, from West Leland Avenue to West Lawrence Avenue. This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That consent and permission of the City of Chicago is hereby given to the Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on:

Street	Direction	From	To
Ashland Avenue	northbound	Irving Park Road	Wilson Avenue
Ashland Avenue	southbound	Lawrence Avenue	Irving Park Road
Ravenswood Avenue	northbound	Leland Avenue	Lawrence Avenue

As part of the Chicago Transit Authority's bus route, authorized by the ordinance granted to the Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

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, July 17, 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 June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Barnes Premium Used Cars LLC.

[O2024-0010086]

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 Barnes Premium Used Cars LLC located at 1914 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.

Fazal Development Network, Inc.

[O2024-0009972]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Fazal Development Network, Inc. at 5205 North Kimball Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

H&J Auto Service, Inc.

[O2024-0009878]

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 H&J Auto Service, Inc. located at 5723 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.

Meeting Tomorrow LLC/Mark Aistrophe.

[O2024-0010025]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Meeting Tomorrow LLC/Mark Aistrophe located at 4848 -- 4852 West Lawrence Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto North Lamon Avenue going north and south bound.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Morguard.

[O2024-0010091]

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 Morguard located at 365 North Jefferson 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.

TRC Holdings LLC.

[O2024-0010188]

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 TRC Holdings LLC located at 937 North California Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Vanilla Blue Delaware LLC, Doing Business As Vanilla Blue LLC.

[O2024-0010089]

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 Vanilla Blue Delaware LLC, doing business as Vanilla Blue LLC located at 201 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Western Front LLC.

[O2024-0010191]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Western Front LLC of 1566 Barclay Boulevard, Buffalo Grove, Illinois 60089, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 4529 -- 4531 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

5338 North Lincoln LLC.

[O2024-0010052]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt 5338 North Lincoln LLC, 5338 -- 5340 North Lincoln Avenue, Chicago, Illinois 60625, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 5338 -- 5340 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF SUNBIRD DEPOT FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGE IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

[O2024-0009783]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Department of Transportation to exempt Sunbird Depot from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities which are in excess of six spaces located at 6933 South State Street. This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Sunbird Depot, 6933 South State Street, Chicago, Illinois 60637, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 6933 South State Street, Chicago, Illinois 60637, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

E. 75th St., Between S. Prairie Ave. And S. Calumet Ave., To Be Known As "Honorary James B. Lemons Way".

[O2024-0009802]

WHEREAS, In 1954, Bruce and Myles Lemons introduced the flavors of Mississippi Delta-style barbecue to Chicago with the establishment of Lem's Bar-B-Q House on the South Side; and

WHEREAS, Spanning seven decades, Lem's Bar-B-Q House has been a pillar of Chicago's culinary scene, offering the finest rib tips and hot links reminiscent of their hometown, Indianola, Mississippi, nestled in the heart of the Delta region. Since relocating to Chicago in the 1940s, the brothers harbored a dream of recreating the authentic taste of their roots. Myles, skilled in culinary arts, crafted Lem's Original Bar-B-Q sauce, a proprietary blend of secret spices, which has enamored barbecue enthusiasts for over 60 years; and

WHEREAS, Utilizing the time-honored open-pit cooking method, their renowned rib tips and hot links acquire rich, complex flavors, marrying the robust essence of charcoal and hickory smoke with the subtle sweetness of pork. This is achieved through the utilization of a locally-crafted smoker, known as the "Aquarium Pit", distinguished by its thick tempered glass sliding doors, facilitating meat access while preventing filling the kitchen with smoke; and

WHEREAS, The resounding success of Lem's Bar-B-Q House on East 75th Street continues today with another brother, James B. Lemons, who was trained in the culinary arts, to faithfully uphold the tradition of Mississippi Delta-style barbecue; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows the erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of East 75th Street, between South Prairie Avenue and South Calumet Avenue, as "Honorary James B. Lemons Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

S. Halsted St., Between W. Van Buren St. And W. Adams St., To Be Known As "Honorary Leo Louchios Way".

[O2024-0010008]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Halsted Street, between West Van Buren Street and West Adams Street, as "Honorary Leo Louchios Way".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Southwest Corner Of W. Monroe St. And S. Washtenaw Ave. To Be Known As "Honorary James W. Southward, Sr. Way".

[O2024-0010061]

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action or the standardization of the southwest corner of West Monroe Street and South Washtenaw Avenue to be known as "Honorary James W. Southward, Sr. Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

4500 Block Of N. Mulligan Ave., From W. Eastwood Ave. To W. Sunnyside Ave., To Be Known As "Ronald 'Topper' Topczewski CPD Way".

[O2024-0008860]

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation be directed to install honorary street-name signs to honor Ronald "Topper" Topczewski, on the 4500 block of North Mulligan Avenue, from West Eastwood Avenue to West Sunnyside Avenue, as Ronald "Topper" Topczewski CPD Way.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AMENDMENT OF HONORARY STREET DESIGNATION AS "SHEL SILVERSTEIN WAY".

[O2024-0009701]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0009701) transmitted herewith for an amendment to the ordinance passed by the City Council of the City of Chicago for "Shel Silverstein Way" on March 20, 2024 and printed upon page 10431 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Southeast Corner of West Wilson Avenue and North St. Louis Avenue"

and inserting in their place the words: "Southwest Corner of North Kimball Avenue and West Leland Avenue". This ordinance was referred to the committee on June 12, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. An amendment to the ordinance passed by the City Council of the City of Chicago for "Shel Silverstein Way" on March 20, 2024, and on page 10431 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Southeast Corner of West Wilson Avenue and North St. Louis Avenue" and inserting in their place the words: "Southwest Corner of North Kimball Avenue and West Leland Avenue".

SECTION 2. This ordinance shall be in full force and take effect upon passage and publication.

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